

1170 W. 3rd Street, 2nd Floor, San Bernardino, CA 92410 Phone: (909) 884-8276 Fax: (909) 885-4407 www.sanbag.ca.gov



•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

AGENDA

Major Projects Committee April 9, 2009

9:00 a.m.

Location:
SANBAG Offices
The Super Chief Room
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410

Major Projects Committee Membership

Chair

John Pomierski, Mayor City of Upland

Vice-Chair

Bea Cortes, Council Member City of Grand Terrace

Ed Scott, Council Member City of Rialto

Paul Biane, Supervisor County of San Bernardino

Neil Derry, Supervisor County of San Bernardino

Josie Gonzales, Supervisor County of San Bernardino Gary Ovitt, Supervisor County of San Bernardino

Dennis Yates, Mayor City of Chino

Gwenn Norton-Perry, Council Member City of Chino Hills

Kelly Chastain, Mayor City of Colton

Mark Nuaimi, Mayor City of Fontana

Larry McCallon, Council Member City of Highland

Rhodes "Dusty" Rigsby, Mayor Pro Tem City of Loma Linda

Paul M. Eaton, Mayor City of Montclair

Alan Wapner, Council Member City of Ontario

Diane Williams, Council Member City of Rancho Cucamonga

Pat Gilbreath, Mayor Pro Tem City of Redlands

Pat Morris, Mayor City of San Bernardino

Richard Riddell, Mayor City of Yucaipa

San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.

In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:

The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.

The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.

The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.

The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.

As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.

Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.

San Bernardino Associated Governments
County Transportation Commission
County Transportation Authority
Service Authority for Freeway Emergencies
County Congestion Management Agency

Major Projects Committee

April 9, 2009 9:00 a.m.

LOCATION: Santa Fe Depot The Super Chief Room

1170 W. 3rd Street, 2nd Floor, San Bernardino

<u>CALL TO ORDER – 9:00 a.m.</u> (Meeting chaired by Mayor John Pomierski.)

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications Nessa Williams

1. Possible Conflict of Interest Issues for the SANBAG Major Projects Pg. 8 Meeting of April 9, 2009

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minutes summary for each month.

Consent Calendar

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

2. Major Projects Attendance Roster

Pg. 11

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

Notes/Action

Consent Calendar Cont...

3. Construction Change Orders to on-going SANBAG Construction Pg. 15 Contracts with Atkinson Contractors, LP, Riverside Construction Co., and Beador Construction Co.

Review and ratify change orders. Garry Cohoe

Discussion Calendar

4. Major Projects Quarterly Project Status Briefing

Pg. 25

Receive the Major Projects Project Status Briefing Garry Cohoe

5. Amendment No. 1 to the Construction Cooperative Agreement No. Pg. 27 05-009 (Caltrans Agreement No. 8-1243) for Landscape Projects on State Route 210 in the City of Rancho Cucamonga

Approve Amendment No. 1 to the Construction Agreement No. 05-009 with Caltrans for Landscape Projects on the State Route 210 in the City of Rancho Cucamonga, to extend the termination date to June 30, 2013. Garry Cohoe

6. Amendment No. 1 to the Construction Cooperative Agreement No. Pg. 31 05-008 (Caltrans Agreement No. 8-1242) for Landscape Projects on State Route 210 in the City of Upland

Approve Amendment No. 1 to the Construction Agreement No. 05-008 with Caltrans for Landscape Projects on the State Route 210 in the City of Upland, to extend the termination date to June 30, 2013. Garry Cohoe

7. Amendment No. 1 to Contract No. 06-043 with Jacobs Project Pg. 35 Management Co. for Construction Management Services for Interstate 215 Segments 1 and 2 in the City of San Bernardino

Approve Amendment No. 1 to Contract No. 06-043 with Jacobs Project Management Co. for Construction Management Services for Interstate 215 Segments 1 and 2 in the City of San Bernardino for an additional \$28,228,797 to increase the total contract value to \$31,519,722.

Garry Cohoe

8. Cooperative Agreement with Caltrans for the I-215 Mt. Pg. 61 Vernon/Washington Interchange Reconstruction Project

Approve Cooperative Agreement No. C09178 (District Agreement No. 8-1440) with Caltrans for PA&ED for the I-215 Mt. Vernon/Washington Interchange Reconstruction Project. Garry Cohoe

9. I-215 Bi-County Projects

Pg. 72

- 1) Approve Cooperative Agreement No. C09177 (District Agreement No. 8-1435) with Caltrans for PA&ED for the I-215 Bi County HOV Gap Closure Project.
- 2) Approve Amendment No. 2 to Contract No. 03045 with LSA Associates decreasing the total contract amount from \$4,077,878.06 to \$2,050,950.77.
- 3) Approve Amendment No. 2 to Contract No. 03046 with LAN Engineering decreasing the total contract amount from \$7,422,121.15 to \$5,808,927.61.

Garry Cohoe

- 10. Additional Items from Committee Members
- 11. Brief Comments by General Public
- 12. Director's Comments
- 13. Acronym Listing

Pg. 190

<u>ADJOURNMENT</u>

The next Major Projects Committee Meeting is May 14, 2009.

Meeting Procedures and Rules of Conduct

Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3rd Street, 2nd Floor, San Bernardino, CA.

<u>Agendas</u> – All agendas are posted at 1170 W. 3rd Street, 2nd Floor, San Bernardino at least 72 hours in advance of the meeting, Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3rd Street, 2nd Floor, San Bernardino and our website: www.sanbag.ca.gov.

<u>Agenda Actions</u> – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

<u>Closed Session Agenda Items</u> — Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

<u>Public Testimony on an Item</u> — Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

<u>Agenda Times</u> – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

<u>Public Comment</u> — At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

<u>Disruptive Conduct</u> — If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!

SANBAG General Practices for Conducting Meetings of Board of Directors and Policy Committees

Basic Agenda Item Discussion.

- The Chair announces the agenda item number and states the subject.
- The Chair calls upon the appropriate staff member or Board Member to report on the item.
- The Chair asks members of the Board/Committee if they have any questions or comments on the item. General discussion ensues.
- The Chair calls for public comment based on "Request to Speak" forms which may be submitted.
- Following public comment, the Chair announces that public comment is closed and asks if there is any further discussion by members of the Board/Committee.
- The Chair calls for a motion from members of the Board/Committee.
- Upon a motion, the Chair announces the name of the member who makes the motion. Motions require a second by a member of the Board/Committee. Upon a second, the Chair announces the name of the Member who made the second, and the vote is taken.

The Vote as specified in the SANBAG Bylaws.

- Each member of the Board of Directors shall have one vote. In the absence of the official representative, the alternate shall be entitled to vote. (Board of Directors only.)
- Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the demand of five official representatives present, or at the discretion of the presiding officer.

Amendment or Substitute Motion.

- Occasionally a Board Member offers a substitute motion before the vote on a previous motion. In instances where there is a motion and a second, the maker of the original motion is asked if he would like to amend his motion to include the substitution or withdraw the motion on the floor. If the maker of the original motion does not want to amend or withdraw, the substitute motion is not addressed until after a vote on the first motion.
- Occasionally, a motion dies for lack of a second.

Call for the Ouestion.

- At times, a member of the Board/Committee may "Call for the Question."
- Upon a "Call for the Question," the Chair may order that the debate stop or may allow for limited further comment to provide clarity on the proceedings.
- Alternatively and at the Chair's discretion, the Chair may call for a vote of the Board/Committee to determine whether or not debate is stopped.
- The Chair re-states the motion before the Board/Committee and calls for the vote on the item.

The Chair.

- At all times, meetings are conducted in accordance with the Chair's direction.
- These general practices provide guidelines for orderly conduct.
- From time-to-time circumstances require deviation from general practice.
- Deviation from general practice is at the discretion of the Board/Committee Chair.

Courtesy and Decorum.

- These general practices provide for business of the Board/Committee to be conducted efficiently, fairly and with full participation.
- It is the responsibility of the Chair and Members to maintain common courtesy and decorum.



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■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority

■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

Date:

April 9, 2009

Subject:

Information Relative to Possible Conflict of Interest

Recommendation:

Note agenda items and contractors/subcontractors, which may require

member abstentions due to possible conflicts of interest.

Background:

In accordance with California Government Code 84308, members of the SANBAG Board may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual, except for the initial award of a competitively bid public works contract. This agenda contains

recommendations for action relative to the following contractors:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A	06-001	Atkinson Contractors	West Coast Demo
		Scott Lyon	Penhall
		Kent Reiman	Moore Electric
			CGO Construction
			United Steel Placers
			Superior Gunite
			ACL
			Reycon

Мај	Approved for Projects Com	mittee
1	Date: <u>April 9, 20</u>	<u>09</u>
Moved:	Second	!:
In Favor:	Opposed:	Abstained:

Item No.	Contract No.	Principals & Agents	Subcontractors
3-A (cont.)	06-001		Diversified Landscape
			Modern Alloys
			Statewide Safety
			Sudhakar Company
			Anderson Drilling
			DSI
			Ulmer Industries
			CTM
			Ortiz Asphalt Paving
			Alcorn Fence
3-B	C07174	Riverside Construction Co.	A.C. Dike
		Dan Ennis	Alcorn Fence Co.
			American Steel Placer
			Avar Construction
			CTM Construction
			Foundation Pile Inc.
			Harber Companies
			High Light Electric
			Matich Corp.
	:		Pavement Recycling
			Sudhakar Company
			Ulmer Industries
3-C	C08191	Beador Construction Co.	Mumber Industrial Coast
3-0	C00191	David A. Beador	Murphy Industrial Coating R&D Steel
			Sudhakar Company Alcorn Fence
7	06.042	Jacobs Project Message of Co	Pacific Restore
7	06-043	Jacobs Project Management Co. Hank Alonso	HDR V-1: C-
		1141111/1111111111111111111111111111111	Vali Cooper
			Karen Meadows
			Katen Meadows

Major Projects Agenda Item April 9, 2009 Page 3

9	03045-02	LSA Associates Lisa Williams	Jones and Stokes Kleinfelder Arellano & Associates
. 9	03046-02	LAN Engineering William Nascimento	Associated Engineers Kleinfelder Stantec OPC Iteris VMS STB

Financial Impact:

This item has no direct impact on the SANBAG budget.

Reviewed By:

This item is prepared monthly for review by SANBAG Board and

Committee members.

AGENDA ITEM 2 MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2009

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Jan	×	X	X	X	×	X	X			×	X		X	
Name	Paul Eaton City of Montclair	John Pomierski City of Upland	Paul Biane Board of Supervisors	Kelly Chastain City of Colton	Rhodes "Dusty" Rigsby City of Loma Linda	Bea Cortes City of Grand Terrace	Pat Gilbreath City of Redlands	Josie Gonzales Board of Supervisors	Neil Derry Board of Supervisors	Larry McCallon City of Highland	Patrick Morris City of San Bernardino	Gwenn Norton-Perry City of Chino Hills	Mark Nuaimi City of Fontana	Gary Ovitt Board of Supervisors

Shaded box = Not a member at the time. Page 1 of 2

	AGENDA ITEM 2		MAIOD DDO TECTIC DOT ICV CONTAINING A TYPENID A NICH DAGO	MAJON I NOJECIO FOLICI COMINI LEE ALLENDANCE RECORD - 2009	
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Dick Riddell City of Yucaipa	×	×	×	T/s								
Ed Scott City of Rialto	×	×										
Alan Wapner City of Ontario	×	×	×									
Diane Williams City of Rancho Cucamonga	×	×	×									
Dennis Yates City of Chino	×	X										

AGENDA ITEM 2 MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD – 2008 **AGENDA ITEM**

Dec	×	×		×		×	×	×	×			×	×	×
Nov	×	×		×		×	×	×	×	×			×	
Oct	×	×		×		×	×	×	×	×		X	×	
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Name	Paul Eaton City of Montclair	John Pomierski City of Upland	Paul Biane Board of Supervisors	Kelly Chastain City of Colton	Robert Christman City of Loma Linda	Rhodes "Dusty" Rigsby City of Loma Linda	Bea Cortes City of Grand Terrace	Pat Gilbreath City of Redlands	Josie Gonzales Board of Supervisors	Dennis Hansberger Board of Supervisors	Neil Derry Board of Supervisors	Larry McCallon City of Highland	Patrick Morris City of San Bernardino	Gwenn Norton-Perry City of Chino Hills

Empty box = Member did not attend meeting Shaded box = Not a member at the time.

Page 1 of 2

X = Member attended meeting. * = Alternate member attended meeting.

mpcatt08.doc

Page 2 of 2

AGENDA ITEM 2 MAJOR PROJECTS POLICY COMMITTEE ATTENDANCE RECORD - 2008

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	Jan	X		X	×	×	X	×
	Name	Mark Nuaimi City of Fontana	Gary Ovitt Board of Supervisors	Dick Riddell City of Yucaipa	Grace Vargas City of Rialto	Paul Leon City of Ontario	Diane Williams City of Rancho Cucamonga	Dennis Yates City of Chino
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•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

Minute Action

	AGENDA ITEM: 3
Date:	April 9, 2009
Subject:	Construction Change Orders to on-going SANBAG Construction Contracts with Atkinson Contractors, LP, Riverside Construction Co., and Beador Construction Co.
Recommendation:*	Review and ratify change orders.
Background:	Of SANBAG's twelve on-going construction contracts, three of the contracts have had construction change orders (CCO's) approved since the last Major Projects Committee meeting. The CCO's are listed below:
	A. CN 06-001 with Atkinson Contractors, LP for construction of the I-10 Median Mixed-Flow Lane project: CCO No. 50 (\$7,788.17 decrease to provide an adjustment of compensation for overrunning the bid item cost for "Concrete Slope Paving (Concrete)" by more than 25% of the Engineer's Estimate quantity, for work performed at the Redlands Boulevard Off-Ramp Undercrossing).
	B. CN C07174 with Riverside Construction Co. for the construction of the Live Oak Canyon Bridge project: CCO No. 1, Supplement 1 (\$15,000.00 increase to maintain the roadway, provide additional traffic control, perform flagging for the convenience of public traffic, and relocate/repair temporary crash cushion modules); CCO No. 21
	Approved Major Projects Committee
	Date: <u>April 9, 2009</u>
	Moved: Second:
	In Favor: Opposed: Abstained:
	Witnessed:

Major Projects Agenda Item April 9, 2009 Page 2

(\$5,463.63 increase to install service splice couplers, rather than lap splices, on the abutment seat main bar reinforcing steel, in order to connect the Stage 1 construction steel bars with the Stage 2 construction steel bars); and CCO No. 22 (\$30,000.00 increase to remove unsuitable material along the outside widening of westbound I-10 at the merge of the Live Oak Canyon on-ramp, and replace with suitable material).

C. CN C08191 with Beador Construction Co. for the construction of the SR-210 Muscoy Underpass Seismic Retrofit project: CCO No. 1 (\$10,000.00 increase to maintain roadway and provide traffic control); and CCO No. 2 (\$7,961.19 increase to clean, paint and restore agency furnished structural steel, that had become rusty at a storage facility, due to a delay in the construction schedule).

Financial Impact:

This item imposes no financial impact, as all CCOs are within previously approved contingency amounts. TN 82409000, TN 84309000 and TN 86009000.

Reviewed By:

This item will be reviewed by the Major Projects Committee on April 9, 2009.

Responsible Staff:

Garry Cohoe, Director of Freeway Construction

San Bernardino Associated Governments

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

Contract No. 06-001

(Updated: 3/24/2009)

Page 2 of 5

I-10 Median Mixed-Flow Lane Addition Contract No. 06-001

San Bernardino Associated Governments
CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

	Contract No. 06-001	THE PERSON NAMED IN COLUMN 1	7	3	7	HANGE ORD	NI RACT CHANGE ORDER and CONTINGENCY BALANCE LOG	INGEN	X BALAN	CE 1.0G			(Ur	(Updated: 3/24/2009)	(6007/
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46	6 PIER WALL - TEMPORARY BRACING	VCIS	0	\$5,376.00				04/14/06	04/14/06	04/18/06 0	04/14/06 04/20/06	00/00/00	02/04/0P	05/04/06	Approved &
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4	CITRUS ABUT FOOTING	ACLS	•	\$9,882.00				02/11/50	05/11/06	05/18/06 0	05/11/06 03/08/06	06 05/19/06	% 05/23/0 ₆	90/52/50	Approved &
			Ī	\$9,882.00	0.02%	\$424,230.62 \$	3,195,615.38		¥.	<< Approved Copies	opies	20 -			Implemented
2	CONDITIONS CONDITIONS	ACLS	0	\$0.00											CLOSED at NO
	(Closed at NO COST)	-		\$0.00	0.00%	\$424,230.62, \$	3,195,615.38		ÿ.	C< Approved Copies	ે ક ્યું છ		*		1600
Đ	CHURCH ST UC . FALSEWORK CHANGES	VCIS	0	\$4,000.00				04/14/06	90/11/10	04/18/06 04	04/14/06 04/20/06	90/03/09	6 05/04/06	02/04/06	Approved & Implemented
		<u> </u>		\$4,000.00	0.01%	\$428,230.62 \$	3,191,615.38		. .		pies	î		_	
R		S Cost	0	\$0.00	-			90/52/60	90/02/60	09/25/06 09/20/06	/20/06 09/30/06		90/22/06 10/03/06	10/02/06	Approved & Implemented
	(NO COST Change)	1000	ं	\$0.00	0.00%	\$428,230.62 \$	3,191,615.38		<u>.</u> .v	<< Approved Copies	i sid	:	:		
<u>~</u>		VCLS	•	\$25,437.00				90/02/01	10/20/06	10/31/06 10	10/31/06 : 06/01/06	06 10/31/06	90/60/11 9	11/09/06	Approved &
		:		\$25,437.00	-0.06%	\$402,793.62: \$	3,217,052.38	:	····		pies				
ឧ	SUPPLEMENTAL LANDSCAPE MAINTENANCE (PE)	EWUP	•	\$25,830.00				06/29/06	1		08/04/06	08/04/09	٩	10/24/06	Approved &
		1		\$25,830,00	2900	\$428,623.62 \$	3,191,222,38	10/03/06	10/03/06	10/09/06 10/16/	10/16/06 10/10/06 Contes	90/91/01	6 10/24/06		Implemented
												-			

San Bernardino Associated Governments I-10 Median Mixed-Flow Lane Addition

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

STATUS/ REMARKS CLOSED ALNO Approved & Implemented plemented Approved & Approved & Approved & plmented (Undated: 3/24/2009) APPROVED 09/04/06 11/27/07 12/06/06 04/27/07 10/28/08 12/06/06 12/06/06 10/16/07 DATE 10/16/07 70/00/70 09/04/07 07/03/07 07/03/07 SANBAG Approval 08/22/06 09/14/09 04/24/07 04/27/07 11/22/07 : 11/28/07 80/90/01 80/90/01 10/10/08 : 10/08/08 11/09/06 11/16/06 20/90/01 . 20/01/01 11/09/06 11/16/06 12/06/06 11/16/06 10/16/07 20/50/20 - 20/62/90 20/03/02 20/10/60 02/03/02 10/10/07 06/29/07 20/67/90 09/04/02 08/10/06 08/21/06 08/10/06 08/10/06 04/22/07 04/24/07 11/22/07 11/28/07 FROM 04/23/07 04/23/07 10/30/06 10/24/06 : 11/06/06 | 10/24/06 : 10/30/06 11/28/06 12/05/06 12/06/06 12/07/06 05/11/07 06/25/07 05/11/07 05/25/07 << Approved Copies 06/11/07 06/29/07 06/11/07 06/13/07 10/82/10 : 02/22/10 08/23/07: 08/23/07 06/21/07 06/25/07 1 10/24/06 Approved Copies << Approved Copies << Approved Copies 10/29/08 << Approved Copies ** Approved Copies .<< Approved Copies 05/01/07 not requ 04/23/07 10/09/07 not requ 10/06/08 10/09/08 10/24/06 11/06/06 CONTRACTOR TO FROM 20/50/01 : 20/22/20 06/21/07 : 06/27/07 08/24/07 :08/30/07 11/30/02 : 08/10/06 10/06/08 10/23/06 11/28/06 04/11/02 11/22/02 04/23/07 10/23/06 20/22/20 02/11/02 08/23/07 06/21/07 06/11/07 S E 3,138,176.88 \$438,623.62 \$ 3,181,222.38 3,166,222,38 3,146,222,38 3,140,517.15 3,128,176.88 3,128,176.88 3,123,676,88 3,120,676.88 3,105,676.88 3,123,676.88 3,085,676.88 3,105,676.88 3,105,676.88 CONTINGENCY
BALANCE \$479,328.85 \$ \$514,169,12; \$ \$491,669.12 \$ \$473,623.62 \$ \$481,669.12:\$ \$491,669.12 \$ \$534,169.12 \$453,623.62 \$ \$496,169.12 S \$499,169.12, \$ 5496,169.12. \$ \$514,169,12! \$ \$514,169.12 \$ to date amount 0.06% 0.05% 0.01% 0.02% 0.01% X200 0.00% 200 0.01% 0.0 0.00% 0.00% 0.00% \$20,000.00 0.05% \$10,000.00 \$15,000.00 \$15,000.00 \$5,705.23 \$4,500.00 8.03 \$3,000.00 \$3,982.46 \$2,340.27 H,500.00 \$0.00 \$20,000.00 \$15,000.00 \$0.00 \$10,000.00 \$5,857.81 \$0.00 \$5,000.00 \$3,000.00 \$15,000.00 \$5,705.23 \$20,000,00 CCO TIME EXT. 8 0 0 EWFA EWFA EWFA TTEMS ACLS ACLS EWPA various EWFA ACLS ACLS EWFA ACLS EWFA No Cost No Cost ¥ E EWPA MISCELLANEOUS STRUCTURAL FIELD CHANGES JITT FOR PCC PAVING (50% shared cost excludes mark-ups) (Closed at NO COST)
SCE SERVICE FEES SUBSTITUTE 76% min BUTT WELDS WITH MECHANICAL SERVICE SPLICES STRUCTURE APPROACH SLAB MISC DETAIL REVISIONS MISC. PCC PAVING FIELD CHANGES CHANGE TO #19 REBAR COUPLER FROM #16 REBARS AT CLOSURE POURS BURNED MAN-MADE OBJECTSAND LOCATING FACILOTTIES SOUNDWALL BLOCKS - WEIGHT LIMITATIONS Contract No. 06-001 CONFINED SPACE ENTRY LOOKOUT PERSON MISC DRAINAGE CHANGES 88 2382 2351 7 23 ង 8 3281 21 8 গ্ৰ R æ ក E

Page 4 of 5

I-10 Median Mixed-Flow Lane Addition CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

Contract No. 06-001

	Contract No. 06-001	rane va			ACIC	CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG	ER and CON	INGENC	XBALA	NCE LOG				(Upda	(Updated: 3/24/2009)	(6002
ည သ	_	Г		88		TO DATE	CONTINGENCY	RE	CONTI	CONTRACTOR	5		SANBAG Approval	Approval	DATE	STATUS/
NO		MTD EXT.	Ε.	AMOUNT	×	AMOUNT	BALANCE	SIGN	10	FROM	2	FROM	2	FROM	APPROVED	REMARKS
×	ADD DS 36 AND OTHER DRAINAGE CHANGES	ITEM ' 0 FA	0	\$24,549.00		10 m . 11		20/20/80	20/20/80	09/18/07	20/20/80	09/13/07	09/18/07	09/18/02	09/18/07	Approved & Implemented
	—— r				0.08%	\$568,718.12. \$	3,051,127.88	•	•	. J << Approved Copies	t Copies					•
**	SW 168 DIFFERING SITE CONDITION	ACIS :		\$124,818.64		<u>-</u>		04/11/08	04/11/08	04/11/08 04/15/08 04/11/08	04/11/08	80/10/10	04/17/08	04/28/08	04/28/08	In Process
	— r	额		\$124,818.64	0.30%	\$693,536.76; \$	2,926,309.24			c< Approved Copies			•			
8	REMOVE AND REPLACE DIS	ITEM	0	\$8,825.00				08/23/07	08/24/07	20/06/80	L	08/12/02	09/04/02	09/04/02	1079060	Approved &
	JUZ.			\$8,825.00	0.02×	\$702,361.76	2,917,484.24	;		C< Approved Copies	Copies :		:			Implemented
3	FACILITATE EARLY OPENING OF FREEWAY	AGA	0	\$15,000.00				11/02/07	11/02/07	11/02/02	11/02/02	11/02/07	11/05/07	11/02/02	11/07/07	Approved &
		-	•	\$19,830.00:	0.05%	\$ '87.191.2278	2,897,654,24	,	:	4< Approved Copies	Copies	:	:			namentan
8	MBGR TRANSITION RAILING (TYPE WB) UPGRADE AT BRIDGE RAILING	EWFA Def	يو	\$25,000.00				11/16/07	11/16/07	01/22/08 01/16/08 . 01/16/08	01/16/08	01/16/08	01/22/08	01/23/08	01/23/08	Approved &
			-	\$25,000.00	. 0.06%	\$747,191.76	2,872,654,24			{ << Approved Copies	. Copies		:			
χ 8	36-S1 ADDITIONAL FUNDS	EWFA 0	0	230,000.00				04/21/08		05/08/08 04/21/08	90	04/21/08	04/21/08	90/20/50	90/20/50	Approved &
			!	\$30,000.00	0.07%	\$777,191.76: \$	2,842,654.24	!				;				mbanadur
8	ADDITIONAL JOINT SEAL AND REPAIR	ITEM Def	· 18	\$46,500.00	1	!		11/16/08	11/22/11	01/22/08	10/12/11	11/16/07	01/22/08	01/23/08	01/23/08	Approved &
		EWFA		\$10,000.00	0.14%	\$833,691.76	2.786.154.24				 <u>.</u>			:		Implemented
36.	39-S1 ADDITIONAL JOHNT SEAL AND REPAIR	EWPA Def	T	\$35,000.00		 - -		05/17/08	02/50/08		. 60	. 05/12/08	05/12/08	90/61/50	05/19/08	Approved &
		. ; .	•	\$35,000.00	0.08%	\$868,691.76	2,751,154.24			Approved Copies	Copies	İ		¥8		Implmented
\$	EXISTING PAVEMENT REPAIR	EWFA Def	75	\$50,000.00				12/13/07	12/14/07	01/22/08 12/14/08	12/14/08	90/20/50	80/52/10 . 80/22/10	80/52/10	01/23/08	Approved &
			-	\$50,000.00	0.12%	\$918,691.76	2,701,154.24		!	Approved Copies	Copies					nahemen a
4	40 ST EXISTING PAVEMENT REPAIR (ADDITIONAL FUNDS)	BWFA		\$40,000.00								02/02/08	75		901/0/50	Approved & Implemented
		•	<u> </u>	\$40,000.00		\$958,691.76	2,661,154,24	04/21/08	i	90/20/50	04/21/08		04/21/08	02/02/08	1	
4	MODIFY EB LANE OROP TAPER	EWFA Def	T	\$30,000.00				01/12/08	01/15/08	01/22/08	01/15/08	01/15/08	. 80/22/10	. 01/23/08	01/23/08	
			-	\$30,000.00	0.07%	\$988,691.76	2,631,154.24		:	4 Approved Copies	Copies		; 1			
3	ADJUSTMENT OF COMPENSATION FOR IRRIGATION MATERIALS	ACLS 0		\$1,709.62				01/15/08	01/12/08	80/22/10	l 99	. 01/15/08	01/22/08 . 01/23/08	01/23/08	01/23/08	Approved &
		- 		\$1,709.62	0.00%	\$990,401.38 \$	2,629,444.62			Approved Copies	Copies		:			mpiemented
3	ERUSKON CONTROL (TYPE D)	ACUP Def	*	\$15,598.20				01/15/08	01/15/08	01/15/08 01/22/08 01/15/08		01/12/08	01/22/08 : 01/23/08	01/23/08	01/23/08	Approved &
			-	\$15,598.20	0.04%	\$1,005,999.58: \$	2,613,846,42		:	1	Copies	£	:	1		
\$		EWFA		\$65,000.00	1			01/15/08	01/15/08	01/15/08 01/15/08		80/00/90	01/15/08 01/15/08	01/11/08	01/15/08	Approved &
	ADDITIONAL SIGNS	į		\$65,000.00	0.16%	\$1,070,999.58	2,564,444.62		:	Approved Copies	Coples	- I	1			
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			i		0.00%	\$1.070.999.58 \$	2,613,846.42			Approved Copies	Copies		*			n paearence
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		a	4	.	0.00%	\$1,070,999.58	2,613,846.42			Approved Copies	Copies			;		

	1-10 Median Mixed-Flow Lane Addition	Lane	Addit		ACT C	an Bernardii HANGE ORI	San Bernardino Associated Governments CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG	GOVERN	ments	CE 1 0G				,		
i	Õ												ч	(Updated: 3/24/2009)	3/24/2	600
O	CCO DESCRIPTION	PAY	TIME	000		TO DATE	CONTINGENCY	3	CONTRACTOR	CTOR	៦	-	SANBAG Approval	L	DATE	STATUS/
<u> </u>		O.	EXT.	AMOUNT	×	AMOUNT	BALANCE	SIGN.	02	FROM	ဥ	FROM	TO FROM		APPROVED	REMARKS
	46 ADDITIONAL SAFETY FEATURES	EWFA		\$50,000.00				90/60/10	80/03/08	80/03/08 90/03/90 80/03/09	ł	04/03/08 0	90/01/90 ; 90/80/90	L	06/10/08	Approved &
						- 1			• •					,	-	Implemented
			-	250,000.00	0.12%	\$1,120,999.58; \$	\$ 2,563,846.42			<< Approved Copies	Copies			-		
4a1	46 ADDITIONAL SAFETY FEATURES	EWFA	25	\$0.00				90/60/90	80/60/90	06/09/08 06/26/08 06/03/08	80/60/98	-	90/12/08 06/39/08	L.	80/92/90	Approved &
		:		00.08	0.00%	\$1,120,999.58	\$ 2,563,846.42	*	*	/ << Approved Copies	Copies		÷	.	<u> </u>	mbrementen
<u> </u>	47 ITEM #70, PLACE AC DIKE	5	3.	\$884.00				90/03/08	80/50/60	90/02/08 10/01/08 09/02/08	80/50/6	-	10/02/08 10/02/08	\perp	10/07/08	Approved &
			† * ;		9				- 13	134		<u> </u>	:		<u> </u>	Implemented
	CONTRACTOR OFFICE OFFICE OFFI			2884.00	0.00%	\$1,121,883.58	\$ 2,562,962.42		10/02/08	10/07/08 .<< Approved Copies	Copies					
_	48 HEM WOS, LEMP INAPPRESTMENT	5		\$2,909.40		••••		80/60/60	80/50/60	80/50/60 80/10/01 i 80/50/60	80/50/6	-	80/00/01 80/00/08	L	10/07/08	Approved &
			;		:	:	:	:	. :				i		<u> </u>	Implemented
1				\$2,909.40	-0.01%	\$1,118,974.18: \$	\$ 2,565,871.82		10/02/08	10/07/08 :<< Approved Copies	Copies	2	0			
_	49 HEM #74, 750MM CILM PILES, ADJUSTMENT	5		\$9,037.77		•••		80/06/60	10/06/08 10/06/08	90/60/01		-	80/30/08: 10/06/08	L	10/15/08 A	Approved &
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-	SU INEM #116, SLOTE PAVING (CONCRETE)	<u>5</u>		-47,788.17		 .	1	11/07/08	11/02/08		8 8	-	80/20/11 , 80/20/11	_	02/18/09 A	Approved
		:	*	.C7 788 47	3000	61.001.46.74	75 000 000	:				o:	02/09/09 · 02/19/09	60/0	7 3	UNILATERALLY * Implemented
1_	64 ITEM ARR MISC AC (MISC ADEAC)	1	1	11.00.00	- 1	31,104,190.24	١	2	_	02/19/09 Se Approved Copies	Copies	1				
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		85 85	t.	-\$37,206.88	0.09%	\$1,064,941.36. \$	\$ 2,619,904.64		701	 << Approved Copies	Copies	(A)			<u> </u>	with ATKN. (mailed
	52 ADJUSTMENT FOR PAYING ASPHALT	VCLS	 	\$35,000.00				10/02/08	11/02/08	12/08/08		-	11/02/08 : 11/02/08	\downarrow	12/15/08 A	Approved &
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	TOTAL TO DATE >>>>>>		95	\$1,099,941.36	2.302%	-	\$ 2,584,904.64	<cc balance<="" td=""><td><<< Balance Inclusive of</td><td></td><td></td><td>Total Approved CCO>></td><td>d ccop \$1,13</td><td>\$1,137,148.24</td><td></td><td></td></cc>	<<< Balance Inclusive of			Total Approved CCO>>	d ccop \$1,13	\$1,137,148.24		
۷								Item & COO Overrun	u u u			Approved CCOs>>	\$4000 0000			
		NOTES:		* Includes Supplemental Funds & SANBAC Furnished Materials	Funds &	SANBAG Furnis	bed Materials					Pendoo	Pending CC0s> -\$37,206,88	06.88		
									J							

SANBAG CONTRACT No. 07-174 [Updated: 3/24/2009]

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

1-10/ LIVE OAK CANYON ROAD INTERCHANGE PROJECT

ဒ္ဌ	DESCRIPTION		TIME	033	\vdash	TO DATE	CONTINGENCY	R.E.	CONTRACTOR	CTOR	CT/FHWA Concurrence	Н	SANBAG Approval	DATE	STATUS
Ž	(a) = with Suppremental \$		Ka .	AMOUNT	æ	AMOUNT	BALANCE	SIGN	2	FROM	TO FROM	TO	FROM	APPROVED	REMARKS
Ľ	*CONTINGENCY & SUI	PLEMENT	ž	ORK BUDGET	Â	\$1,249,056.00	56.00						Contract Bid Amount	d Amount >>	\$10,640,564.00
-	MAINTAIN ROADWAY AND TRAFFIC EWFA 0 \$30,000,00 CONTROL (\$)	EWFA		230,000,00	•			10/1/07	10/5/07	10/15/07	10/1/07	10/1/07	10/12/02	10/17/07	Approved & implemented
:	The state of the s			\$30,000.00	0.28%	\$30,000.00 \$	1,219,056.00	٥	1	<< Approved Copies	opies	CC: Tom E. >> Yes	, Ka		
<u> </u>	ROADWAY AND TRAFFIC CONTROL	EWFA		\$15,000.00		75)		2/19/09	N/A	N/A		2/20/09	2/20/09:2/27/09	2/26/09	Approved & Implemented
		;	\exists	\$15,000.00	\neg	\$45,000.00 \$	1,204,056.00	34 (34)	5/22/09	2/27/09 << Approved Copies	seido	į	:		
2	DELETE SIGN STRUCTURE ITEMS 92	TEM	_	-\$8,082.00				20/22/6	20/51/01 · 20/5/01	10/12/02	9/22/67	9/22/07		10/17/07	Approved &
		(Bridge)	-	\$8,082.00	0.06%	\$36,918.00	1,212,138,00		2 2 2 2 2	Approved Copies	::: spide	CC: Tom E. >> Yes	10/1/0/ Yes		יווי אפנויבווזיסט
6	MAINTAIN ELECTRICAL SYSTEMS	EWFA : (•	\$15,000.00				10/1/01	10/6/07 10/15/07		10/1/01	20/1/01	20,21,01	10/17/07	Approved &
,			<u>:</u>	\$15,000.00	0.14%	\$51,918.00. \$	1,197,138.00	:	:• * :	.<< Approved Copies		CC. Tom E. >> 'Yes	10/17/07 Yes		riplemented
X.	3-S1 ADDITIONAL FUNDS TO 'MAINTAIN ELECTRICAL SYSTEMS'	EWFA 1		00'000'02\$				80/2/6	AW.			9/4/08	80/81/6	9/16/08	Approved &
		.i		\$20,000.00	361.0	\$71,918.00 \$	1,177,138.00		971908	! !< Approved Copies	opres :	CC Tom E. >> Yes	, Xe		
•	BURIED MAN-MADE OBJECTS	EWFA	•	\$15,000.00		e rn ia.		3/10/08	3/12/08	3/12/08	2/22/08	3/24/08	4/1/08	3/27/08	Approved & Implemented
		÷		\$15,000.00	0.14%	\$66,918.00	1,162,138.00		*	<< Approved Copies	saide	Ŷ	بخر		
10	RIGHT OF WAY OBLIGATIONS	EWFA	0	\$20,000.00		62**		80/9/9	80/6/9	2/1/08	80/6/9	80/9/9	80/6/9	80/2/2	Approved &
			:	\$20,000.00	D.19%	\$106,918.00	1,142,138,00		7/14/08	I Approved Copies		CC. Tom E. >> Yes	, K	:	
•	RETAINING WALL 975 ELEVATION	ITEM C	0	\$3,705.00				2/29/08	7/29/08		-	8/4/08	8/4/08 , 8/18/08	8/18/08	Approved &
<u> </u>	—- <u>-</u>	CILI.	+	\$8,385.75	0.06%	\$115,309.75	1.133,752.25		8/18/08	8/18/08 I<< Approved Conles		CC Tom E >> Yes	· · ·		приетепад
,	MISC DRAINAGE CHANGES	EWFA 0		\$10,000.00		÷		1/22/08	1/22/08	80/1/2	1/22/08	2/11/08	2/21/08	2/20/08	Approved &
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1-10/ LIVE OAK CANYON ROAD

INTERCHANGE PROJECT

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

SANBAG CONTRACT No. 07-174

REMARKS STATUS (Updated: 3/24/2009) Approved & Implemented Approved & https://doi.org/ Approved & Amplemented Approved & Implemented Approved & mplemented Approved & Implemented Approved & mplemented Approved & Implemented APPROVED 12/15/08 DATE 10/30/08 11/24/08 11/28/08 10/28/08 2/18/09 273/09 2/27/09 8000 Total Approved CCO>> \$402,123.00
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CC Tom E >> Yes 11/10/08 11/25/08 Pending CCOs>> \$30,370.00 5/22/09 SANBAG Approval 2/14/00 FROM .C. Tom E. >> Yes CC: Tom E >> Yes CC: Tom E. >> Yes 2/17/09 CC Tom E >> CC: Tom E. >> 2/16/09 2 CT/FHWA Concurrence FROM 200 · 100 ٥ 11/22/08 *< Approved Copies 107908 -<- Approved Copies 11/3/08 << Approved Copies 10/6/08 10/23/08 11/25/08 1<< Approved Copies 2/4/09 << Approved Copies 2/19/09 << Approved Copues .<< Approved (11/25/08 :<<. Approved N/A N/A 10/29/08 2/4/09 .<< Approve 12/8/08 60/92/1 . 60/22/1 2/16/09 2/17/09 FROM 1/12/09 1/26/09 2/2/09 1 2/9/09 CONTRACTOR 10/22/08 10/30/08 11/3/08 10/31/08 1/2/09 2 <<< Balance Inclusive of Item & CCO Overrun 10/22/08 10/31/08 10/30/08 11/10/08 1/15/09 1/12/09 2/13/09 : 2/2/09 SIGN. 10/6/08 892,396.63 939,833.00 936,634.63 816,563.00 921,570.63 887,396.63 831,933.00 788, 186.64 917,396,63 867,396.63 861,933.00 831,933.00 (30,376,36)CONTINGENCY BALANCE * Includes Supplemental Funds & SANBAG Furnished Materials \$356,659,37 \$ \$309,223,00 \$ 75.284,755 \$381,659.37 \$417,123,00 \$ \$312,421.37 \$ \$331,659.37 \$ \$367,123.00 \$ \$417,123.00 \$ \$432,493.00 \$ \$361,659.37 TO DATE 0.14% 0.23% 0.14% 0.03% 0.04% 0.05% 20.0 0.05% 0.00% 14.8 0.28% \$432,493.00 3.92% \$15,064.00 \$15,419.00 525,000.00 \$20,000.00 53,194.37 \$4,174.00 \$20,000.00 8.8 \$15,064.00 \$5,000.00 \$30,000.00 \$15,419.00 \$3 198.37 \$25,000.00 \$5,463.63 \$5,463.63 \$370.00 \$30,000,00 \$15,000.00 CCO Ä EWUP: 0 0 ITEM & CCO BALANCE: OVERRUNG) / UNDERRUNG+) NOTES: EWUP ILEM ACUP EWFA EWFA EWFA EWLS ¥ ₽ EM : EWFA ş TEM 13 S1 AC PRICE INDEX FLUCTUATIONS (S) WATER LINE SUPPORTS/ PEDESTAL BETWEEN BRIDGE GIRDERS C & D ABUTMENT STAGE CONSTRUCTION REBAR COUPLERS TOTAL TO DATE >>>>> PAVE AC TRANSITION TO PCCP AT "D" 7+18 EB OFF RAMP TERMINI AND CURB ELEVATION CHANGES REMOVE UNSUITABLE MATERIAL REMOVE BASE AND SURFACING EROSION CONTROL (TYPE D) REVISE STAGE 4A TRAFFIC HANDLING PLAN FURNISH SIGN PANELS 23 SURVEY MONUMENTS CCO DESCRIPTI = 18 2 8 7 a 7

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210 MUSCOY UNDERPASS SEISMIC RETROFIT PROJECT

CONTRACT CHANGE ORDER and CONTINGENCY BALANCE LOG

SANBAG CONTRACT No. 08-191 (Updated: 3/24/2009)

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1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority

San Bernardino County Congestion Management Agency
Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: _4__

Date:

April 9, 2009

Subject:

Major Projects Quarterly Project Status Briefing

Recommendation:*

Receive the Major Projects Project Status Briefing

Background:

The Major Projects, Quarterly Project Status Briefing report for the period of January 2009 through March 2009 is a high level summary of relevant project information. SANBAG staff would like to highlight the following for this period.

- 1. I-215 Bi-County Widening Conceptual approvals were obtained for the down scoped I-215 Bi-County Widening project. The down scoped project will consist of the addition of a HOV lane in each direction. The improvements will be constructed within the existing right-of-way for the most part. SANBAG worked diligently with Caltrans and FHWA in obtaining the conceptual approval of the aforementioned project. As a result, the project development is underway and the project is moving forward to complete the Project Approval and Environmental Document (PA&ED) (refer to the specific project briefs for additional information on scope, cost, schedule, issues, and activities).
- 2. State Street/University Parkway Grade Separation Final lane striping was completed on local streets and traffic was moved onto these new lane configurations as part of project completion.

Da	te: <u>April 9, 2</u>	2009
Moved:	Second:	
In Favor:	Opposed:	Abstained:
itnessed:		

Major Projects Agenda Item April 9, 2009 Page 2

3. The I-15 and I-215 Interchange Improvements (Devore) – Project Study Report was approved in March 2009, and work is continuing on the preliminary engineering and environmental approval from advanced Measure funding.

Each quarter the Major Projects, Quarterly Project Status Briefing report will be updated in an effort to provide project status and visibility of SANBAG's infrastructure investment to the Board.

Financial Impact:

No financial impact, information only.

Reviewed By:

This item will be reviewed by the Major Projects Committee on April 9, 2009.

Responsible Staff:

Garry Cohoe, Director of Freeway Construction



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Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority

■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

	AGENDA ITEM:5
Date:	April 9, 2009
Subject:	Amendment No. 1 to the Construction Cooperative Agreement No. 05-009 (Caltrans Agreement No. 8-1243) for Landscape Projects on State Route 210 in the City of Rancho Cucamonga
Recommendation:*	Approve Amendment No. 1 to the Construction Agreement No. 05-009 with Caltrans for Landscape Projects on the State Route 210 in the City of Rancho Cucamonga, to extend the termination date to June 30, 2013.
Background:	This is a time extension for an existing cooperative agreement with Caltrans. In October 2004, the Board approved the cooperative agreement for construction of Landscape Projects on the State Route 210 in the City of Rancho Cucamonga with a termination date of June 30, 2009. The plant establishment period will not be completed prior to the termination date of said agreement due to a late start of construction and delays in construction due to contractor bankruptcy. Amendment No. 1 extends the cooperative agreement to June 30, 2013.
Financial Impact:	This action imposes no financial impact.
Reviewed By:	This item will be reviewed by the Major Projects Committee on April 9,

Date: <u>April 9, 2009</u>
Moved: Second:
In Favor: Opposed: Abstained:

Garry Cohoe, Director of Freeway Construction

mpc0904c-gc.docx Attachment: A0500901

Responsible Staff:

2009.

SANBAG Contract No. <u>05-009-01</u>

by and between

San Bernardino County Transportation Authority

and

State of California, Department of Transportation

for

Construction Agreement of Landscape Projects on State Route 210

	FOR ACC	OUNTING	PURPOS	SES ONLY		
☐ Payable	Vendor Contrac	t # <u>08-1243</u>		Retention:		☐ Original
Receivable	Vendor ID	_		☐ Yes %	□ No	
Notes:						
Onininal Contract		Previous	Amendmer	nts Total:		\$
Original Contract:	\$ <u>0</u>	Previous A	Amendmer	nts Contingency	Total:	\$
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Contingency Amount requires	specific authorization	i by Task Mana	ger prior to re	elease.		
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			_		\$	
		_	_		\$	
Original Board Approved		10/06/04		Start: <u>10/06/04</u>		tract End: <u>06/30/09</u>
New Amend. Approval (05/06/09		Start: <u>05/06/09</u>		end. End: <u>06/30/13</u>
If this is a multi-year co budget authority and f					y amo	ng approved
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Lang!	W/e 41	2/09	91	-00	-G-1	3/30/09
Task Manager Signature	+ 4	ate/ 3/04	Contrac	t Manager Sign	ature	Date
Chief Financial Officer S		ate				

08-SBd-210-PM R6.3/R13.4 (KP R3.9/R8.3) In Rancho Cucamonga from 0.16 km West of Cucamonga Channel to 0.6 km West of Rochester Avenue 08303-1A2801 District Agreement No. 8-1243 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 1243

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 8-1243, entered into effective on 2009, is between the STATE of CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public entity, referred to herein as "AUTHORITY."

RECITALS

- 1. The parties hereto entered into Agreement 8-1243 on October 6, 2004, said Agreement defining the terms and conditions of improvements consisting of landscaping, automated irrigation system, erosion control, environmental mitigation and visual enhancement on State Route 210 in Rancho Cucamonga, from 0.16 km west of Cucamonga Channel to 0.6 km west of Rochester Avenue, referred to herein as "PROJECT."
- 2. It has been determined that PROJECT will not be constructed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

- 1. The termination date specified in Section III, Article 18, of the original Agreement shall now be June 30, 2013, instead of June 30, 2009.
- 2. All other non-conflicting terms and conditions of Agreement 8-1243 shall remain in full force and effect.
- 3. This Amendment No. 1 to Agreement is hereby deemed to be part of Agreement No. 8-1243.

SIGNATURES ON FOLLOWING PAGE:

A0500901

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION WILL KEMPTON Director By: GARY C. OVITT Board President

Attest: VICKI WATSON

CERTIFIED AS TO FUNDS:

District Director

RAYMOND W. WOLFE, PhD

APPROVED AS TO FORM AND

Board Secretary

PROCEDURE:

y:______
District Budget Manager

JEAN-RENE BASLE

Counsel



1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority

San Bernardino County Congestion Management Agency
 Service Authority for Freeway Emergencies

Minute Action

AGENDA	ITEM:	6	
		~	

Date:

April 9, 2009

Subject:

Amendment No. 1 to the Construction Cooperative Agreement No. 05-008

(Caltrans Agreement No. 8-1242) for Landscape Projects on State Route

210 in the City of Upland

Recommendation:

Approve Amendment No. 1 to the Construction Agreement No. 05-008 with Caltrans for Landscape Projects on the State Route 210 in the City of

Upland, to extend the termination date to June 30, 2013.

Background:

This is a time extension for an existing cooperative agreement with Caltrans. In October 2004, the Board approved the cooperative agreement for construction of Landscape Projects on the State Route 210 in the City of Upland with a termination date of June 30, 2009. The plant establishment period will not be completed prior to the termination date of said agreement due to a late start of construction and delays in construction due to contractor bankruptcy. Amendment No. 1 extends the cooperative agreement to June 30, 2013.

Financial Impact:

This action imposes no financial impact.

Reviewed By:

This item will be reviewed by the Major Projects Committee on

April 9, 2009.

Responsible Staff:

Garry Cohoe, Director of Freeway Construction.

Majo	Approved r Projects Com	mittee
Dat	e: <u>April 9, 3</u>	2009
Moved:	Second:	
In Favor:	Opposed:	Abstained

mpc0904d-gc.docx Attachment: A0500801

SANBAG Contract No. <u>05-008-01</u>

by and between

San Bernardino County Transportation Authority

and

State of California, Department of Transportation

for

Construction Agreement of Landscape Projects on State Route 210

	FOR ACC	OUNTING	PURPOS	SES ONLY		
☐ Payable	Vendor Contrac	:t # <u>08-1242</u>		Retention:		☐ Original
Receivable	Vendor ID			☐ Yes%	□ No	
Notes:	•					
		Previous /	Amendmer	nts Total:		\$
Original Contract:	\$ <u>0</u>	Previous /	Amendmer	nts Contingency	Total:	\$
	• •	Current A	mendment	•		\$
Contingency Amount:	\$ <u>0</u>	Current A	mendment	Contingency:		\$
Contingency Amount require	s specific authorization	by Task Mana	ger prior to re	elease.		
			Conti	ract TOTAL →	\$ <u>0</u>	
		Ψ Please inclu	ude funding a	llocation for the orig	inal con	tract or the amendment.
<u>Task</u>	Cost Code Fu	nding Sourc	<u>es</u> C	Frant ID	<u>Amo</u>	<u>ounts</u>
82409000			_		\$ <u>0</u>	
			_		\$ _	
		-	-		\$_ \$	
Original Board Approve	ed Contract Date:	10/06/04	Contract	t Start: <u>10/06/04</u>		tract End: <u>06/</u> 30/09
New Amend. Approval		05/06/09		Start: <u>05/06/09</u>	-	end. End: <u>06/30/13</u>
If this is a multi-year						
budget authority and						
Approved Budget I Authority →	Fiscal Year:			iscal Year(s) – eted Obligation	→ \$	3
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if no, has the budge	_			□No		
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Samy (Le 41	2/09	91	- LC	- أسر	3/30/09
Task Manager Signatur	re /C	Date /	Contrac	ct Manager Sig	ature	Date
_ With Star	- 4	13/09		·	J	
Chief Financial Officer 5	Signature F)ate				

08-SBd-210-PM R0.0/R6.3 (KP R0.0/R3.9) In Upland, from LA/San Bernardino County Line to 0.16 km West of Cucamonga Channel 08303-1A2701 District Agreement No. 8-1242 A/1

AMENDMENT NO. 1 TO AGREEMENT NO. 1242

THIS AMENDMENT NO. 1 TO AGREEMENT NO. 8-1242, entered into effective on ______, 2009, is between the STATE of CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public entity, referred to herein as "AUTHORITY."

RECITALS

- 1. The parties hereto entered into Agreement 8-1242 on October 6, 2004, said Agreement defining the terms and conditions of improvements consisting of landscaping, automated irrigation system, erosion control, environmental mitigation and visual enhancement on State Route 210 at in Upland, from LA/San Bernardino County line to 0.16 km west of Cucamonga Channel, referred to herein as "PROJECT."
- 2. It has been determined that PROJECT will not be constructed prior to the termination date of said Agreement.

IT IS THEREFORE MUTUALLY AGREED:

- 1. The termination date specified in Section III, Article 18, of the original Agreement shall now be June 30, 2013, instead of June 30, 2009.
- 2. All other non-conflicting terms and conditions of Agreement 8-1242 shall remain in full force and effect.
- 3. This Amendment No. 1 to Agreement is hereby deemed to be part of Agreement No. 8-1242.

SIGNATURES ON FOLLOWING PAGE:

A0500801

DEPARTMENT OF TRANSPORTATION	SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
WILL KEMPTON Director	By:
By:	Attest: VICKI WATSON Board Secretary
CERTIFIED AS TO FUNDS:	APPROVED AS TO FORM AND PROCEDURE:
By: District Budget Manager	By:



1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



■ San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority

■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM:	7	

Date:

April 9, 2009

Subject:

Amendment No. 1 to Contract No. 06-043 with Jacobs Project Management Co. for Construction Management Services for Interstate 215 Segments 1 and 2 in the City of San Bernardino

Recommendation:

Approve Amendment No. 1 to Contract No. 06-043 with Jacobs Project Management Co. for Construction Management Services for Interstate 215 Segments 1 and 2 in the City of San Bernardino for an additional \$28,228,797 to increase the total contract value to \$31,519,722.

Background:

This is an amendment to an existing contract. SANBAG executed a contract with Jacobs Civil Inc. for construction management services for the I-215 5th Street Bridge project in 2006 for a total of \$3,290,925 of which \$156,711 was contingency. Within the scope of services was an option to add additional segments of the I-215 corridor as an amendment at a later date. Since the scope of this amendment is significantly larger than the original contract and there was an option as to whether to amend the Jacobs contract or recomplete the work, an agenda item was taken to the Board last year to confirm which direction to proceed. In April, 2008, the Board approved moving forward with an amendment to the existing contract with Jacobs for work on Interstate 215 Segments 1 and 2 instead of recompleting for this additional work.

Construction on I-215 Segments 1 and 2 is currently scheduled to start in the fall of this year with the advertising period for this construction work starting in June, 2009. It is important to have the construction management consultant under contract prior to going out for bids to facilitate the bidding process, answer bid questions, and facilitate any addendums to the bid package. This amendment increases the base contract by \$25,805,007 and adds \$2,423,790 in contingency.

Approved Major Projects Committee
Date: <u>April 9, 2009</u>
Moved: Second:
In Favor: Opposed: Abstained:
Witnessed:

MPC0904e-gc.docx Attachments: A0604301 Major Projects Agenda Item April 9, 2009 Page 2

This brings the total base contract value to \$28,939,221 with a total contingency of \$2,580,501, none of which has yet been released.

The contract responsibilities with Jacobs Civil Inc. are also being legally transferred (novated) to Jacobs Project Management Co. as part of this agreement amendment.

The funding for this contract will be through an anticipated mixture of State and Federal funds. Any additional contract changes required to be in compliance with the criteria for these funds will be reviewed and approved by legal counsel and incorporated into the final version of the document prior to Board approval.

Financial Impact: Item is consistent with current Fiscal Year 2008/2009. Construction funds will be

considered as part of the budget in future fiscal years. TN 838

Reviewed By: This item will be reviewed by the Major Projects Committee on April 9, 2009.

SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. 06-043-01

by and between

San Bernardino County Transportation Authority

and

Jacobs Project Management Co.

for

Construction Management Services for I-215 5th Street Overcrossing and Segments 1 and 2

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Chief Financial Officer	Signature	Date				

AMENDMENT NO. 1

AGREEMENT BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

JACOBS CIVIL INC. Thereafter novated to JACOBS PROJECT MANAGEMENT Co.

FOR

CONSTRUCTION MANAGEMENT SERVICES, INTERSTATE 215 5^{TH} STREET BRIDGE AND SEGMENTS 1 AND 2

This AMENDMENT NO. 1 to CONTRACT NO. 06-043 entered into as of this Sixth day of May, 2009, by the firm of Jacobs Project Management Co. (hereafter called CONSULTANT) and San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH:

WHEREAS, SANBAG, under SANBAG Contract No. 06-043 effective July 5, 2006 has engaged the services of CONSULTANT to provide Construction Management Services for the I-215, 5th Street Overcrossing Project with an option to provide the same services on other portions of the corridor; and

WHEREAS, SANBAG acknowledges that the terms and conditions of Contract No. 06-043 and Contract Amendment 1 and the corresponding performance duties, obligations, and interest shall transfer from Jacobs Civil Inc. to CONSULTANT, as a part of a Corporate consolidation, where Jacobs Civil Inc. is in the process of being liquidated and contracts for Construction Management services are being novated to Jacobs Project Management Co.; and

WHEREAS, I-215 Segments 1 and 2 are anticipated to start construction later this year with SANBAG as the lead agency managing this effort and Construction Management Services required for this new work effort; and

WHEREAS, SANBAG desires to exercise its option to CONSULTANT perform Construction Management Services for I-215 Segments 1 and 2; and

WHEREAS, the duration of these activities will extend beyond the current completion date of the existing contract NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. 06-043 as follows:

- 1. Revise Article 1, Description of Services, to add Attachment "C" to the Services to be performed by CONSULTANT.
- 2. Replace Article 2.1, with the following:

"The Period of Performance by CONSULTANT under this Contract shall commence on July 5, 2006 and shall continue in effect until January 15, 2014 or until otherwise terminated or canceled as hereinafter directed, or unless extended by direction of SANBAG".

3. Under Article 3, Contract Price and Principles, revise Section 3.2 to read as follows:

The total cost shall not exceed \$31,519,722.00 with a contingency of \$2,580,501. Services to be provided under the terms of this contract are to be provided on an as needed basis and compensated for as set forth in Attachment "B" for the 5th Street Overcrossing work and Attachment "C" for the work on Segments 1 and 2 which are incorporated herein by reference. Utilization of the contingency is not permitted unless directed in writing by SANBAG Project Manager. CONSULTANT'S fee for services is included in the total estimated contract cost and shall be based on a fixed percentage rate, as noted in Attachment "B" for the 5th Street Overcrossing and Exhibit 2 for the work on Segments 1 and 2. CONSULTANT'S fee will be paid by SANBAG on an earned basis as set forth in Section 6.5.

4. Under Article 3, Contract Price and Principles, revise Section 3.3 to read as follows:

CONSULTANT'S overhead rates will be fixed, as agreed upon in Attachment "B" for the 5th Street Overcrossing and Attachment "C" for Segments 1 and 2 for the duration. The fixed overhead rates will not be subject to adjustment. Overtime and premium rates are not permitted without prior authorization from SANBAG. For the 5th Street Bridge project, executed under Attachment "B", the maximum salary rate established for this work is \$60.00 per hour and shall remain at this rate for the first twelve months of this contract after which an escalation of no more than 5% per year will be allowed. The only personnel with a higher salary rate are the Project Manager at \$70.00 per hour and the Senior Resident Engineer and Senior Structural at \$65.00 per hour. These maximum salary rates are not in effect for the work in Segments 1 and 2 identified and budgeted in Attachment "C".

5. Under Article 3, Contract Price and Principles, revise the first sentence of Section 3.6 to read as follows:

Any Services provided by the CONSULTANT not specifically covered by the Scope of Services (Attachment "A" for 5th Street Overcrossing and Attachment "C" for Segments 1 and 2) shall not be compensated without prior written authorization from SANBAG.

7.	Except as amended by this Amendment remain in full force and effect.	, all other provisions of Contract No. 06-043 shall
IN W	VITNESS THEREOF, the authorized partic	es have below signed:
JAC CO.	OBS PROJECT MANAGEMENT	SAN BERNARDINO ASSOCIATED GOVERNMENTS/SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
By:		By:
		Gary C. Ovitt, President SANBAG Board of Directors
Date	:	Date:
		APPROVED AS TO FORM:
		By:
		Jean-Rene Basle

SANBAG Counsel

Revise Article 15, Section 15.2 to show the following key personnel:

Hank Alonso, Tom Olson, and Doug Franco.

6.

Contract 06-043, Attachment "C"

SCOPE OF SERVICES CONSTRUCTION MANAGEMENT I-215 Segment 1 & 2

INDEX

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- 1. Pre-construction Services
- 2. Bid Process
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- 8. Change Orders and Claims
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- E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT
- F. MATERIALS TO BE FURNISHED BY AGENCY
- G. <u>STANDARDS</u>
- H. <u>LIMITATIONS TO AUTHORITY</u>
- I. THIRD PARTY RELATIONSHIPS
- J. PERSONNEL QUALIFICATIONS

A. DESCRIPTION OF SERVICES

The San Bernardino Associated Governments (SANBAG) will utilize the services of CONSULTANT to support the construction activities as described below.

SEGMENT 1 AND SEGMENT 2 MAINLINE CONTRACTS

Interstate 215, Segment One Mainline Contract:

- Construction of the Segment 1 Mainline and structures.
 - Segment 1 is approximately 1.9 kilometers (1.1 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Rialto Avenue to south of Ninth Street within the City of San Bernardino.
 - Construction of a new undercrossing structure at 2nd Street and 3rd Street along with bridge widenings and ramp bridges, sound walls, drainage improvements, and local street improvements.

Interstate 215, Segment Two Mainline Contract:

- Construction of the I-215 Segment 2 mainline and structures
 - Segment 2 is approximately 2.1 kilometers (1.3 miles) long. The freeway will consist of four (4) mixed flow lanes and one (1) high occupancy vehicle (HOV) lane in each direction. The limits of this project extend from south of Ninth Street to south of Massachusetts Avenue within the City of San Bernardino.
 - Construction of new overcrossing structures at Ninth Street, Baseline, 16th Street over the freeway and the adjacent BNSF railroad tracks, and a reconfigured I-215/SR 259 interchange.

It is anticipated that the mainline projects for Segments 1, 2, 3, and 5 of Interstate 215 will be under construction concurrently and will require coordination of the construction activities.

The Segment 1 & 2 project, as described by the plans and specifications, shall include construction of roadways, bridges, drainage facilities, retaining walls, and in some cases, sound walls. CONSULTANT shall provide qualified construction management and inspection personnel to perform a wide variety of construction inspection and contract administration duties as outlined in this Scope of Services for the Project.

The SANBAG Contract Manager for this contract will be:

Garry Cohoe
Director of Freeway Construction

SANBAG has selected Fluor Daniel as Program Manager for the Measure I Valley Major Projects. This Project is part of that program. As part of the overall SANBAG/Fluor Program Management staff, SANBAG has also designated a Construction Manager and several Segment Managers to coordinate all construction activities. The CONSULTANT shall report to and receive direction from SANBAG through the Contract Manager, or his designees. The SANBAG Construction Manager is responsible for coordination of all SANBAG construction activities and for coordinating the efforts of the total construction team. The SANBAG Segment Managers will be the main contact and primary source of information between SANBAG, Caltrans, cities, outside agencies, supporting consultants and the public for the individual construction projects.

B. PERFORMANCE REQUIREMENTS

CONSULTANT shall furnish a Project Manager to coordinate CONSULTANT operations with SANBAG. The Project Manager shall be responsible for all matters related to CONSULTANT personnel and operations. It is recommended that, in addition to a Project Manager, a single point of contact or Senior Resident Engineer be assigned to coordinate construction activities under this contract. Other Resident Engineers or Assistants may be assigned to specific segments or project responsibilities as needed. Resident Engineers shall be Civil Engineers, registered in the State of California.

The number of CONSULTANT personnel assigned to the project will vary throughout the duration of the contract. CONSULTANT personnel will be assigned, in varying levels of responsibility, as needed by the CONSULTANT to meet the project schedule, project requirements, and construction activities. The duration of the assignments may vary from a minimum of one (1) week to the full term of the Project. CONSULTANT personnel shall be made available within one (1) week from written notification by SANBAG to a maximum of six (6) weeks after Caltrans acceptance of the Project.

Resumes of personnel must be submitted to SANBAG for review and approval prior to assignment to the Project. SANBAG and CONSULTANT will jointly determine the quality and quantity of services that are required by CONSULTANT personnel. Personnel selected for assignment by CONSULTANT shall be made available for personal interviews prior to acceptance by SANBAG. If, in the opinion of SANBAG, an individual lacks adequate experience, the individual may be rejected or may be accepted on a trial basis until such time the individual's ability to perform the required services has been demonstrated. If, at any time, the performance of CONSULTANT personnel is unsatisfactory to SANBAG, SANBAG may release him/her by written notice and may request another qualified person be assigned.

If CONSULTANT personnel are on leave of absence, the Project Manager shall provide approved, equally qualified replacement personnel until the assigned personnel returns to the Project.

The typical workday includes all hours worked by the construction Contractor. If necessary, overtime for CONSULTANT personnel may be required. The construction Contractor's operations may be restricted to specific hours during the week, which shall become the normal workday for CONSULTANT personnel. The Project Manager, with concurrence from SANBAG, shall have the authority to increase, decrease, or eliminate CONSULTANT personnel work hours dependent on the schedule and requirements of the construction Contractor. All overtime required by CONSULTANT personnel shall be approved and authorized by SANBAG prior to each occurrence.

CONSULTANT personnel shall be knowledgeable of and comply with all applicable local, state, and federal regulations. CONSULTANT personnel shall cooperate and consult with SANBAG, State, and City officials during the course of the Project. CONSULTANT personnel shall keep accurate and timely records and document all work performed by the Contractor and CONSULTANT.

CONSULTANT personnel shall assist in monitoring compliance with:

- 1. Labor standards and related wage determination decisions of the Secretary of Labor
- 2. Safety and accident prevention provisions for the Project
- 3. Equal opportunity provisions for the Project.

All services required hereunder shall be performed in accordance with California Department of Transportation guidelines, regulations, policies, procedures, manuals, and standards.

Although CONSULTANT may observe the work of construction Contractor(s) for the detection of defects or deficiencies in such work, CONSULTANT will not bear any responsibility or liability for such defects or deficiencies or for the failure to so detect. The CONSULTANT shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of each of the Contractors, since these are solely the Contractor's responsibility under the contracts for construction.

C. DUTIES AND RESPONSIBILITIES

It is noted and acknowledged that the Project segments will be executed under multiple construction contracts as described in the Project Description. Where the terms "Segment", "Project" and "Contractor" are used herein, they shall apply to all phases and Contractors.

1. Pre-construction Services

a. Plan Review

CONSULTANT shall review construction contract documents prior to construction. Tasks include review of plans, specifications, technical reports, resident engineers' files, and associated items in order to verify completeness and consistency throughout the Project. At minimum, CONSULTANT shall check for quantity discrepancies, potential conflicts, constructability, and consistency between plans, specifications and pay items.

b. Schedule

CONSULTANT shall review the proposed Project schedule, compare it to the Project plans and specifications, and provide recommendations to SANBAG, as appropriate, in an effort to improve the efficiency of Contractor and CONSULTANT operations.

c. Budget

CONSULTANT shall review the Project estimate and provide recommendations to SANBAG, as appropriate, in an effort to improve the efficient utilization of funds and control of project costs.

2. Bid Process

a. Bid Documents

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

- 1. Review of bid documents
- 2. Preparation of bid tabulations
- b. Pre-construction Meetings

CONSULTANT shall assist SANBAG in conducting one or more, pre-construction meetings with all involved parties on the Project. Parties may include, but are not limited to, the Contractor, Caltrans, the design engineer, cities, utility companies, and developers.

c. Contract Award

CONSULTANT shall assist SANBAG, as requested, with the following tasks:

- 1. Review of bid for completeness and responsiveness
- 2. Perform bid analysis
- 3. Development of contractor payment schedules, and other procedural items.
- 4. Checking Contractor references, licenses, insurance, and sureties.
- 5. Coordination with prospective Contractor for award of construction contract(s).

All processes will be consistent with procedures outlined by the California Department of Transportation for Special Funded Programs and Local Assistance Procedure Manuals.

3. Project Administration

- a. CONSULTANT shall administer project construction contracts using Caltrans Construction Manual as a guideline.
- b. CONSULTANT shall conduct regular project coordination meetings with Contractors, SANBAG, Caltrans, and design engineer, as appropriate.
- c. CONSULTANT shall prepare Contractor progress payments and maintain payment records and supporting documentation. All progress payments shall be reviewed by SANBAG for approval.
- d. CONSULTANT shall establish and maintain Project records. Project record keeping shall include, but are not limited to, correspondence, memoranda, contract documents, change orders, claims, SANBAG and engineer directives, meeting minutes, shop drawings, supplementary drawings, and requests for

- payment. CONSULTANT shall maintain a record of the names, addresses, and telephone and fax numbers of the Contractors, subcontractors, and principal material suppliers.
- e. CONSULTANT shall establish and maintain a filing system for each Project using the Caltrans Construction Manual as a guideline.
- f. CONSULTANT shall monitor Contractors' construction schedules on an ongoing basis and alert SANBAG to conditions that may lead to delays in completion of the Project.
- g. CONSULTANT shall prepare and submit a monthly Activity Summary Report for each segment. The activity report shall include construction activity, accomplishments, and status of project budget and schedule.
- h. CONSULTANT shall review environmental requirements.
- i. CONSULTANT shall participate in partnering sessions with the Contractors, SANBAG, and Caltrans, as required.
- j. CONSULTANT shall monitor the performance of the Contractors to determine if they meet all provisions of the Caltrans Quality Assurance Program Manual.
- k. CONSULTANT shall review Contractors' certified payroll records and assist SANBAG with labor compliance.
- 1. CONSULTANT shall monitor the performance of the Contractors to determine if they meet all provisions of the approved Storm Water Pollution Prevention Plan (SWPPP).
- m. CONSULTANT shall monitor the performance of the Contractors to determine if they meet all applicable regulations of the Air Quality Management District (AQMD).

4. Construction Coordination

- a. CONSULTANT shall provide a minimum of one qualified Senior Resident Engineer and other qualified Resident Engineers, as needed to effectively manage the Project.
- b. CONSULTANT shall act as a prime point of contact between Contractor, SANBAG, SANBAG's construction surveyor, SANBAG's materials inspector, and utility companies. CONSULTANT may, when requested by SANBAG, act as point of contact between Caltrans, design engineers, cities, and the public.
- c. CONSULTANT shall maintain regular contact with SANBAG's Construction Manager and Segment Managers.
- d. CONSULTANT shall coordinate utility relocations with utility companies and their designees, as well as the Caltrans utility inspector.

- e. CONSULTANT shall review Project plans and special provisions for possible errors and deficiencies <u>prior</u> to construction of any specific element and report such findings to SANBAG. Should SANBAG determine that changes are necessary, CONSULTANT shall assist in implementation and processing of change orders in accordance with contract documents.
- f. CONSULTANT shall provide all required monitoring, coordination, and tracking of construction progress to determine if the Project proceeds on schedule and according to the order of work in the plans and special provisions. CONSULTANT shall expedite work, as required, to maintain schedule in conjunction with the overall construction staging program.
- g. CONSULTANT shall coordinate review of shop drawings and Requests for Information (RFI) with the Segment Manager. CONSULTANT shall log and track all submittals and requests.
- h. CONSULTANT shall provide a qualified SWPPP coordinator who shall review contractor prepared Storm Water Pollution Prevention Plans (SWPPP) and coordinate approval with SANBAG and Caltrans. CONSULTANT shall cooperate with monitoring agency inspections and field reviews.
- i. CONSULTANT shall coordinate the implementation of SANBAG approved changes with the Segment Manager and the design engineer.
- j. CONSULTANT shall review and comment upon falsework and shoring plans.
- k. CONSULTANT shall review and comment upon Traffic Control Plans.
- 1. CONSULTANT shall coordinate all Project construction activities with other ongoing projects within and adjacent to the Project limits.

5. Construction Inspection

- a. CONSULTANT shall coordinate all required inspections necessary for the Project. CONSULTANT shall notify appropriate Caltrans, City, and local agency personnel of pending inspections as required throughout the Project. CONSULTANT shall notify SANBAG immediately regarding any directives, recommendations, notices, etc. received from agencies other than SANBAG.
- b. CONSULTANT shall perform daily on-site observations of the progress and quality of construction to determine if the work being performed is in general conformance with the contract documents, all applicable laws, codes, and ordinances.
- c. CONSULTANT shall exercise reasonable care and diligence to discover and promptly report to SANBAG any and all defects or deficiencies in the materials or workmanship used in the Project.
- d. CONSULTANT personnel assigned to the Project shall be thoroughly familiar with Caltrans Standard Specifications, Caltrans Standard Plans, and the Standard Specifications for Public Works Construction (Greenbook). CONSULTANT

personnel shall have the ability to read and interpret construction plans and specifications. CONSULTANT personnel shall also have knowledge of State of California Construction Safety Orders (CalOSHA) and traffic control practices as specified in the California Manual of Uniform Traffic Control. In addition, CONSULTANT personnel shall be familiar with the construction requirements of Caltrans Storm Water Pollution Prevention Program.

- e. Assignments to be performed by CONSULTANT personnel shall include, but are not limited to, the following:
 - 1. Paving and subgrade inspection, structures and foundation inspection, signing and striping inspection, quantity calculations, checking grade and alignment, construction traffic control, and duties that may be required to determine that construction of the Project is being performed in accordance with the contract documents.
 - 2. Identifying actual and potential problems associated with the Project and recommending sound engineering solutions.
 - 3. Maintaining awareness of safety and health requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions for the protection of the public and Project personnel.
 - 4. Preparing complete and accurate daily reports, calculations, project records, payment quantity documents, reports, and correspondence related to Project activities.
 - 5. Preparing construction sketches, drawings, and cross-sections, as necessary.
 - 6. Assisting in the preparation of as-built plans.
 - 7. Providing inspections for environmental compliance.
 - 8. Maintaining awareness of water discharge requirements. Monitoring Contractors' compliance with applicable regulations and construction contract provisions required by Caltrans.
 - 9. Monitoring Contractors' compliance with applicable regulations required by AQMD.
 - 10. Other duties as may be required or reasonably requested.

6. Project Support

a. Construction Surveys

SANBAG will provide all necessary Project related surveys and construction staking, including horizontal and vertical control, right of way, and easements, under separate contract. CONSULTANT shall coordinate all staking, with the SANBAG surveyor.

b. Materials Testing and Geotechnical Services

SANBAG will provide all necessary Project related materials acceptance testing, under separate contract. Caltrans will provide assurance testing services. CONSULTANT shall coordinate all materials testing with SANBAG and Caltrans testers.

c. Public Relations

SANBAG may retain a public relations firm to implement a public awareness program for Interstate 215. SANBAG shall coordinate public awareness for the Interstate 215 Projects directly in conjunction with Caltrans. The SANBAG Public Information Officer (PIO) will manage all public awareness activities for these Projects. CONSULTANT shall cooperate with SANBAG's PIO and its public relations firm in the dissemination of appropriate Project information as appropriate. Should CONSULTANT Resident Engineers receive complaints from the public or other entities, he/she shall promptly notify SANBAG's PIO. CONSULTANT shall maintain a log of all complaints and inquiries. When appropriate, CONSULTANT shall direct the Contractor to remedy complaints in a timely manner.

d. Permits

CONSULTANT shall review each segment for permit compliance and coordinate with SANBAG, the design engineer, and other SANBAG consultants. CONSULTANT shall assist SANBAG in the coordination, timely processing and verification of approval for all permits. CONSULTANT shall maintain permits and permit documentation on site.

Cost and Schedule

- a. CONSULTANT shall monitor and track the following:
 - 1. Contract pay item quantities and payments
 - 2. Contract change orders
 - 3. Supplemental work items
 - 4. Agency furnished materials
 - 5. Contingency balance
 - 6. Project budget
- b. CONSULTANT shall review and monitor Contractor's schedule and inform SANBAG of any significant changes or deviations in the schedule.
- c. CONSULTANT shall provide and maintain a Project staffing plan of field office personnel. In cooperation with SANBAG, the staffing plan shall be periodically updated to reflect Project progress and needs.

8. Contract Change Orders and Claims

- a. CONSULTANT shall receive and evaluate requests for changes and/or substitutions by the Contractor. Contract Change Orders submitted to SANBAG shall be accompanied by CONSULTANT recommendations. Where applicable, CONSULTANT shall convey proposed changes to design engineer, other project consultants, and/or Caltrans. If the requested changes are accepted, CONSULTANT shall negotiate and prepare appropriate Contract Change Orders.
- b. CONSULTANT shall attempt to avoid all unnecessary Contract Change Orders. When a Contract Change Order is necessary, CONSULTANT shall consult with SANBAG prior to its preparation. Unless directed otherwise by SANBAG, the preferred method of payment for Contract Change Orders should be as follows
 - 1. Agreed Price
 - 2. Adjustment in compensation to a bid item
 - 3. Time and materials or Force Account
- c. CONSULTANT shall attempt to identify all potential claims, track and monitor unresolved claims, and implement claims avoidance processes.
- d. CONSULTANT shall assist SANBAG, as requested, in the identification, resolution, and final disposition of claims filed by the Contractor or third parties against SANBAG or the Project.

9. Safety

In addition to the requirements specified elsewhere in this contract, the following shall also apply:

- a. CONSULTANT shall implement and conduct a comprehensive safety program including regular tail-gate safety meetings for CONSULTANT personnel. CONSULTANT shall provide monthly CONSULTANT status of safety reports.
- b. CONSULTANT shall comply with State of California Construction Safety Orders and provisions of the Caltrans Construction Manual.
- c. CONSULTANT shall provide appropriate safety training for all CONSULTANT field personnel.
- d. CONSULTANT shall provide all necessary safety equipment as required for CONSULTANT personnel.

10. Project Close Out

a. CONSULTANT shall prepare a list of items to be completed and/or corrected by the Contractor for final completion of the Project.

- b. CONSULTANT shall collect and furnish as-built information to the design engineer for preparation of as-built drawings including pre-stress drawings and pile logs, as applicable.
- c. CONSULTANT shall review and verify completeness of as-built drawings.
- d. CONSULTANT shall conduct a final walk-through with SANBAG, Caltrans, Contractors, and design engineers.
- e. CONSULTANT shall prepare final construction reports including the Project Completion Report.
- f. CONSULTANT shall prepare and deliver to SANBAG all project files.
- g. CONSULTANT shall assist SANBAG and Contractor in obtaining final release of all project permits.

D. <u>DELIVERABLES</u>

- 1. Inspector daily reports, extra work diaries, and Resident Engineers' daily diaries
- 2. Monthly Project Activity Summary Reports
- 3. Monthly Contractor progress payments, back-up documentation, and Contractor payment records.
- 4. Contractor final payment documents, delivered to SANBAG no later than ninety (90) calendar days after acceptance by SANBAG of the completed construction projects
- 5. Project Completion Report
- 6. All project files, project reports, correspondence, memoranda, shop drawings, project logs, change order data, claims and claim reports, and Contractor payment records
- 7. Certified payrolls and fringe benefit statements for all employees, CONSULTANT and Contractor, who are subject to the State and/or Federal prevailing wage rates

E. EQUIPMENT AND MATERIALS TO BE PROVIDED BY CONSULTANT

- 1. CONSULTANT shall provide all necessary equipment including software, materials, supplies, miscellaneous tools, and safety equipment required for its personnel to perform the services accurately, efficiently, and safely. Only those items listed in Attachment B, CONSULTANT Cost Proposal, shall be reimbursed by SANBAG.
- CONSULTANT personnel shall be provided with vehicles suitable for the location and nature of the work involved. Vehicles shall be equipped with locking tool boxes and detachable flashing yellow lights.

- 3. CONSULTANT personnel shall be provided with a mobile radio, cellular phone, or other means to assure full-time communication. If a radio system is to be used, CONSULTANT shall provide a base station at the field office.
- 4. CONSULTANT personnel shall be provided with all applicable standard plans, specifications, and other standards as appropriate (see item G below).

F. MATERIALS TO BE FURNISHED BY SANBAG

- 1. SANBAG will provide copies of all Project construction documents including plans, special provisions, reports, designer prepared resident engineer files, and contracts.
- 2. SANBAG will provide copies of all previously secured permits and Project authorizations.
- 3. SANBAG will provide office space, Consultant will provide telephones, desks, chairs, computers, and appropriate office equipment.

G. STANDARDS

All construction inspection and contract administration shall be in accordance with the Project bid documents, special provisions, plans, and current Caltrans manuals including:

- 1. Construction Manual and its revisions
- 2. Bridge Construction Records and Procedures Manual
- 3. Quality Assurance Program Manual
- 4. California Manual of Uniform Traffic Control Devices
- 5. Caltrans Standard Specifications and Standard Plans.
- 6. Caltrans Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP) Preparation Manual

H. LIMITATIONS TO AUTHORITY

CONSULTANT does not have the authority to:

- 1. Authorize deviations from the contract documents.
- 2. Approve substitute materials or equipment; except as authorized in writing by SANBAG.
- 3. Conduct or participate in tests or third party inspections; except as authorized in writing by SANBAG.
- 4. Assume any of the responsibilities of the Contractors, Contractors' Superintendent, or subcontractors.

- 5. Exercise control over or be responsible for construction means, methods, techniques, sequences, procedures, or safety precautions.
- 6. Communicate directly with subcontractors or material suppliers without the prior consent of the Contractor.
- 7. Verbally authorize or approve change orders or extra work for the Project.
- 8. Offer or receive incentives, inducements, or other forms of enumeration to or from the Contractor to perform services or work outside the terms of any executed contracts for this Project.

I. THIRD PARTY RELATIONSHIPS

This Contract is intended to provide unique services for specific projects that are a portion of the Measure I Valley Major Projects Program within San Bernardino County. In the development of the Project, SANBAG has worked closely with various professional consultants, agencies, and others in the preparation of the construction documents and other Project related materials. SANBAG, however, is solely responsible for and will be the sole point of contact for all contractual matters related to this Project. CONSULTANT shall take direction only from SANBAG and shall regularly inform only SANBAG of Project progress, outstanding issues, and all Project related matters.

During the course of the Project, CONSULTANT may find occasion to meet with Caltrans or City representatives, the design engineer, Project consultants, or other third parties who have assisted with the Project. These entities may, from time to time, offer suggestions and/or recommendations regarding the Project or elements of the Project. While SANBAG enjoys a close relationship with and has considerable confidence in the capabilities of these other parties, CONSULTANT shall not act on any suggestions, solicited or unsolicited, without obtaining specific direction from SANBAG. All oral and written communication with outside agencies or consultants related to the project shall be directed only to SANBAG. Distribution of Project related communication and information shall be at the sole discretion of SANBAG representatives.

J. PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES

The quantity and qualifications of field personnel to be assigned will be determined by the scope of the Project and the degree of difficulty of required tasks to be performed. All personnel and personnel assignments shall be subject to approval by SANBAG. While some areas of responsibility may overlap, as a guideline, CONSULTANT personnel assigned to the project shall have the following minimum qualifications:

1. <u>Project Manager</u>

- a. Six (6) years project management experience on similar highway and bridge construction projects.
- b. Accessible to SANBAG at all times during normal working hours.

c. A thorough understanding of Caltrans construction practices and procedures.

The Project Manager will assume the following functional responsibilities:

- a. Review, monitor, train, and provide general direction for CONSULTANT inspection personnel.
- b. Assign personnel to projects on an as-needed basis.
- c. Administer personal leave.
- d. Prepare monthly reports for delivery to SANBAG.

2. Senior Resident Engineer

Minimum qualifications shall be as follows:

- a. Eight (8) years resident engineer experience on similar highway construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Senior Resident Engineer will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT Resident Engineers and inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.
- f. Coordinate utility relocations with appropriate agencies and the Caltrans utility inspector.
- g. Act as prime field contact between various project Contractors and SANBAG's Segment Managers and Construction Manager.

3. Resident Engineer

Minimum qualifications shall be as follows:

- a. Four (4) years resident engineer experience on similar highway construction projects.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.
- d. Accessible to SANBAG at all times including weekends and holidays.
- e. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Resident Engineer shall act under the direction of the Senior Resident Engineer and will assume the following functional responsibilities:

- a. Monitor and provide daily direction to CONSULTANT inspection personnel.
- b. Assign field personnel to specific project tasks.
- c. Monitor and track Contractor progress.
- d. Prepare daily, weekly and monthly reports as required.
- e. Coordinate efforts of the Construction Staking and Material Testing consultants under contract with SANBAG.
- f. Coordinate utility relocations with appropriate agencies and the Caltrans utility inspector.
- g. Act as prime field contact between SANBAG's Segment Manager and the various project Contractors.

Lead Field Inspector

- a. Six years (6) construction inspection experience in public works or similar highway projects <u>or</u> a four-year degree in the field of civil engineering, transportation and four years of similar construction experience.
- b. Knowledge of Caltrans construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently, make effective decisions concerning construction work in progress, and solve field problems.

- d. Ability to direct the efforts of subordinate inspectors.
- e. Understanding of Caltrans field and construction office procedures.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Lead Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to monitor compliance with contract plans, specifications, and special provisions on all phases of highway construction.
- b. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Maintain accurate and timely project records. Perform quantity calculations for progress pay estimates.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.

4. Field Inspector

- a. Two years construction inspection experience in public works or similar highway projects *or* a four-year degree in the field of civil transportation engineering.
- b. Knowledge of construction practices, physical characteristics and properties of highway construction materials, and approved methods and equipment used in making physical tests of construction materials.
- c. Ability to work independently. Ability to make minor decisions concerning construction work in progress and to solve field and office problems.
- d. Understanding of Caltrans construction methods and practices.
- e. Ability to use typical computer programs for word processing and spreadsheets.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Field Inspector will assume the following functional responsibilities:

- a. Assist in inspections to monitor compliance with contract plans, specifications, and special provisions on all phases of highway construction.
- b. Assist in preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- c. Coordinate field testing of materials to monitor compliance with Project specifications and Caltrans Quality Assurance Program.
- d. Perform quantity calculations for progress pay estimates and maintain Project records.
- e. Perform analytical calculations such as basic earthwork, grading, profiles, and special staking procedures.
- f. Provide input for the redesign of facilities to fit existing field conditions.
- g. Perform labor compliance interviews of the Contractors' personnel.

5. Structural Representative or Lead Structural Inspector

- a. Six (6) years of bridge or structural construction inspection as related to Caltrans or major public works projects and a four-year degree in civil engineering.
- b. Licensed Professional Civil Engineer in the State of California.
- c. Knowledge of stress analysis, structural mechanics, and strength of materials.
- d. Knowledge of Caltrans construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- e. Experience in the following areas: foundations, pile driving, concrete prestressing, bridge deck construction, falsework, and shoring. Additional construction experience in the following areas is also needed: bridge retrofit, deep excavations, hard driving conditions, and deep foundations.
- f. Ability to work independently. Ability to perform duties in the construction field office and effectively make decisions concerning construction work in progress and solving field problems.
- g. Ability to direct the efforts of subordinate inspectors.
- h. Ability to use an automatic level and transit for the purpose of verifying line and grade.
- i. Thorough understanding of Caltrans field methods, practices, and construction office procedures.

The Structural Representative shall assume the following functional responsibilities:

- a. Assist in inspections to monitor compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundations, walls, falsework, shoring, and drainage structures.
- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Coordinate the sampling and testing of construction materials to monitor compliance with contract specifications.
- e. Monitor and track Contractor progress. Prepare daily, weekly, and monthly reports as required.
- f. Coordinate with Resident Engineer, as well as the Construction Staking and Material Testing consultants under contract with SANBAG.
- g. Direct subordinate inspectors.

6. Structural Inspector

Minimum qualifications shall be as follows:

- a. A minimum of two (2) years of bridge design or structural construction inspection as related to Caltrans or major public works projects <u>or</u> a four-year degree in civil or structural engineering.
- b. Knowledge of stress analysis, structural mechanics, and strength of materials.
- c. Knowledge of construction practices and the physical characteristics and properties of various highway bridge construction materials including concrete.
- d. Experience in one or more of the following areas: pile driving, concrete prestressing, bridge deck construction, falsework, and shoring.
- e. Ability to work independently and make minor decisions concerning construction work in progress and to solve field and office problems.
- f. Ability to use an automatic level and transit for the purpose of verifying line and grade.

The Structural Inspector will assume the following functional responsibilities:

a. Assist in inspections to monitor compliance with contract plans, specifications, and special provisions on all phases of structural construction such as bridges, foundation, walls, falsework, shoring, and drainage structures.

- b. Make grade, alignment, quantity, falsework, and shoring calculations.
- c. Assist in the preparation of contract change orders, contract estimates, progress pay estimates, and other documents or reports required for the Project.
- d. Sampling and testing of construction materials to monitor compliance with contract specifications and Caltrans Quality Assurance Program.

7. Office Engineer

Minimum Qualifications shall be as follows:

- a. Two years (2) office engineering on similar Caltrans highway and/or bridge construction projects.
- b. Knowledge of Caltrans Office of Highway Construction forms used to administer construction projects.
- c. Knowledge of Caltrans system of document organization.
- d. Knowledge of construction records and accounting procedures.
- e. Knowledge of documentation, procedures, and reporting for federally funded projects.
- f. Knowledge of laws and regulations governing the payment of prevailing wages.

The Office Engineer will assume the following functional responsibilities:

- a. Process monthly progress pay estimates, monthly status reports, extra work reports, and weekly statements of working days.
- b. Prepare and process contract change orders.
- c. Monitor construction budget and schedule.
- d. Prepare, maintain, and/or file project documents including labor and equipment records, correspondence, memoranda, meeting minutes, claims, personnel records, labor compliance reports, and daily, weekly, and monthly reports.
- e. Perform routine calculations and checking of quantities.
- f. Coordinate all office activities and functions with SANBAG representatives.

Exhibit 2 Contract 05-043

Exhibit Pricing

COMSERTANTS Income CONTRACT NUMBERS 06-042 SCOPE OF WORKS Segment 1, and 2

HELD CHICK COSTS

NAME/POSITION	1900185	est wade bate	YOMES
Sicoba			
Project Manager	ME	5 106.2	\$ 90,125.79
Senfor Reakforst Engineer	9325		
Resident Enginer	8,944		
Project Coverol/Scheduling	4,160		
Flatel transactor	15,345		
Sinschard Inspector	20,745	\$ 64.3	
Selety	790	\$ 60.7	\$ 48,900.58
TOTAL	60,183	ROTENL COST	\$ 4,04,05.05
Incolo Overheed		FOTAL LABOR	1 456,1030
incohe Pee		ROTAL SEE	\$ 875,358.91
		IODE.	\$ 9,636,947.00
NER Fluid Impactor	18.186	5 54.00	4 461,827.80
Ejectrichi jelibétjós Laur sulbetros	7,400		
Stratebull justification	15,596	5 54.00 5 54.00	
Referend Coopelinates	1.056		
TOTAL	41,351	POTAL COST	\$ 2,200,563,29
1900 Creekund	124.02%	ICTAL LABOR	\$ 2,000,060,04
HDR FAP	10.00%	PODUL FEE	\$ 512,071,01
	12	ECTAL.	\$ 5,642,643.94
Vall Cooper			
Senior Structural Rep	6,124		
Florid Improctor	18,356		
Structural Impactor	15,546		
Decrical Inspector	7,400		
Office Engineer	9,328	\$ 35.11	\$ 509,482,13
TOTAL	50,079	FOTAL COST	\$ 3,211,005,01
Yell Cooper Coartead	545.50% T	TOTAL LABOR	\$ 4,701,300,00
Yell Cooper No.	10.00%	ICTAL FEE	\$ 791,297.58
	- 1	KOTAL,	5 4,704,273,21
Ranne Standard		_	_
Leitor Compflusco	1,100	\$ 72.60	\$ 110,224.85
POTAL.	1,380	TOTAL COST	\$ 110,734.65
Karen Sitesatours Dearlaged	75,00% 1	POTEAL EARIOR	\$ 22,000,64
Rarma Mandows Fair		KYEAL HEE	\$ 19,389.95
	1	STEAT.	\$ 222,342.04
TOTAL	153,577		\$ 24,536,094,00
OTHER DIRECT COST			
Yorkidas			\$ 1,457,913.00
Mile: Dappline & Equip			\$ 159,000.00
TETAL COC			\$ 1,816,919,00
TOTAL LABOR + FEE + OCC			\$ 75,805,007.00

1-215 -- Considere Ross -- Exhibit Priding -- 27-May 2008-(Lam-con



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715
Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



San Bernardino County Transportation Commission
 San Bernardino County Transportation Authority
 San Bernardino County Congestion Management Agency
 Service Authority for Freeway Emergencies

Minute Action

AGENDA	ITEM:	8

Date:

April 9, 2009

Subject:

Cooperative Agreement with Caltrans for the I-215 Mt. Vernon/Washington

Interchange Reconstruction Project

Recommendation:*

Approve Cooperative Agreement No. C09178 (District Agreement No. 8-1440)

with Caltrans for PA&ED for the I-215 Mt. Vernon/Washington Interchange

Reconstruction Project.

Background:

Under state law, SANBAG and Caltrans are required to enter into cooperative agreements for all phases of project development and construction of the Measure I Valley Major Projects Program. This item concerns the cooperative agreement for the I-215 Mt. Vernon/Washington Interchange Reconstruction Project. This agreement governs the allocation of roles and responsibilities between SANBAG and Coltrans, and stipulates the manner of coursieht. It improves a direct

and Caltrans, and stipulates the manner of oversight. It imposes no direct financial obligations on SANBAG. This is a typical Project Approval and Environmental Document Phase agreement, similar to those previously executed

on all other Major Projects on Routes 210, 215, 10 and 71.

Financial Impact:

This agreement imposes no direct financial obligation on SANBAG (TN 845)

Reviewed By:

This item will be reviewed by the Major Projects Committee on April 9, 2009.

SANABG Counsel has reviewed and approved the agreement as to form.

Responsible Staff:

Garry Cohoe, Director of Freeway Construction

Approved
Major Projects Committee

Date: April 9, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed:			

SANBAG Contract No. C09178

by and between

San Bernardino Associated Governments

and

Caltrans

for

I-215 Mt. Vernon/Washington Interchange Reconstruction, PA&ED Phase

	FOR AC	COUNTING	PURPOS	SES ONLY	
⊠ Payable	Vendor Cont	ract # <u>8-1440</u>		Retention:	
Receivable	Vendor ID C	<u>D8</u>		☐ Yes% 🛛	No
Notes:					
Original Cantus etc	.	Previous	Amendme	nts Total:	\$
Original Contract:	\$ <u>0</u>	Previous	Amendmer	nts Contingency To	otal: \$
Contingency Amount:	¢ ለ	Current A	mendment	:	\$
Contingency Amount.	\$ <u>0</u>	Current A	mendment	Contingency:	\$
Contingency Amount requires	specific authorizat	tion by Task Man	ager prior to re	elease.	
			Cont	ract TOTAL → \$	S <u>O</u>
		◆ Please incl	ude funding a	llocation for the origina	l contract or the amendment.
Task	Cost Code	Funding Source	ces C	arant ID	<u>Amounts</u>
845	<u>5553</u>	<u>N/A</u>	7	_	\$ <u>0</u>
			-		\$
			-		\$ \$
Original Board Approved			Comtract		·
Original Board Approved	J Contract Date	e: <u>5/6/09</u>	Contrac		Contract End: 12/31/14
New Amend. Approval (Board) Date:		Amend.		Amend. End:
If this is a multi-year co					among approved
Approved Budget F	-	• • •	•	iscal Year(s) –	
Authority →	\$ <u>0</u>	_		eted Obligation 🗦	\$ <u>0</u>
Is this consistent with the	e adopted bud	get? ⊠Ye	s No)	
If yes, which Task in	cludes budget	authority? 84	<u>5</u>		
If no, has the budge					
	C(ONTRACT M	ANAGEM	IENT'	
Please mark an "X" ne	xt to all that a	pply:			
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Disadvantaged Business]No ☐Yes			
Task Manager Garry C	ohoe		Contract	t Manager: Gilbert	Betancourt
Jany (fre .	4/2/09	Domes	Janlon FOR GILBERT	POSMICILAT 4/3/09
Task Manager Signature	4	Date / /3 / 0 9		ct Manager Signat	The state of the s
Chief Financial Officer S	ignature	Date		28	

Filename: C09178.docx

08-SBd-215-PM 2.7
I-215/Mt. Vernon Avenue/
Washington Street OC
In the City of Colton
EA 0M630
District Agreement No. 8-1440
AUTHORITY Contract No. C09178

PA&ED COOPERATIVE AGREEMENT

1 ...

This AGREEMENT, entered into effective on _	, 2009, is between the
STATE OF CALIFORNIA, acting by and throu	igh its Department of Transportation, referred to
herein as "STATE," and the	•

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a public corporation of the State of California, referred to herein as "AUTHORITY."

RECITALS

- 1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the counties of Riverside and San Bernardino.
- 2. AUTHORITY desires to reconstruct the Interstate 215 (I-215)/Mt. Vernon Avenue/Washington Street Overcrossing in the City of Colton, referred to herein as "PROJECT."
- 3. AUTHORITY is willing to fund one hundred percent (100%) of all capital outlay and support costs, except that the costs of STATE's Independent Quality Assurance (IQA) of PROJECT Project Approval and Environmental Document (PA&ED), all hereinafter referred to as PROJECT DEVELOPMENT, and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if applicable, in the review, comment and approval, if appropriate, of the PROJECT environmental documentation prepared entirely by AUTHORITY, will be borne by STATE. Funds for a portion of the abovementioned PROJECT cost will be secured by AUTHORITY from other agencies.
- 4. STATE funds will not be used to finance any of the PROJECT DEVELOPMENT capital and support costs except as set forth in this Agreement.

- 5. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
- 6. PROJECT design, right of way, landscape maintenance and construction phases will be the subject of a separate future agreement or agreements.
- 7. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with NEPA, if applicable.
- 8. The parties now define herein below the terms and conditions under which PROJECT is to be developed and financed.

SECTION I

AUTHORITY AGREES:

- 1. To fund one hundred percent (100%) of all PROJECT DEVELOPMENT capital and support costs except for costs of STATE's IQA and STATE's review, comment and approval if appropriate, of the PROJECT environmental documentation for CEQA, and NEPA if applicable. If it becomes necessary to obtain additional funds to complete PROJECT these additional funds will be provided by AUTHORITY using a funding source other than STATE funds.
- 2. To not use STATE funds for any PROJECT capital and support costs, except as set forth in this Agreement.
- 3. All PROJECT work performed by AUTHORITY or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
- 4. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
- 5. To have a Project Study Report (PSR) and a Project Report (PR) prepared, at no cost to STATE, and to submit each to STATE for STATE's review, concurrence, and/or approval at appropriate stages of development. The PSR and PR for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of

California. AUTHORITY agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect, if applicable.

6. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PSR and PR, prepare environmental documentation, including the investigative studies and technical environmental reports for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.

4.

- 7. Personnel who prepare the preliminary engineering and environmental documentation, including investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during Plans, Specifications and Estimate (PS&E), Right of Way, and Construction phases of the PROJECT, and/or to make design revisions for contract change orders.
- 8. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required PROJECT DEVELOPMENT work as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
- 9. To identify and locate all high and low risk underground facilities within the area of PROJECT.
- 10. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.

The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.

- 11. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material sites within and outside existing SHS right of way that could impact PROJECT as part of performing any work pursuant to this Agreement. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.
- 12. All aerial photography and photogrammetric mapping shall conform to STATE's current standards, if applicable.

13. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.

SECTION II

STATE AGREES:

- 1. At no cost to AUTHORITY, to complete STATE's review, comment and approval, if appropriate, as the CEQA Lead Agency and NEPA Lead Agency, if applicable, of the environmental documentation prepared entirely by AUTHORITY and to provide IQA of all AUTHORITY PROJECT DEVELOPMENT work necessary for completion of the PSR and PR for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites undertaken by AUTHORITY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the environmental documentation and PSR and PR for PROJECT.
- 2. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary, encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

- 1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
- 2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT preliminary engineering phase administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify

and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.

- 3. The preparation of environmental documentation, including investigative studies and technical environmental reports, for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.
- 4. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if applicable, NEPA. AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by AUTHORITY.

- 5. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.
- 6. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permits,

agreements, and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.

- 7. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
- 8. AUTHORITY, subject to STATE's prior review and approval, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.

STATE, as a PROJECT cost, shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. AUTHORITY, to the satisfaction of STATE and subject to all of STATE's and FHWA's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if applicable, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, for PROJECT. AUTHORITY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such public meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings.

- 9. In the event AUTHORITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, AUTHORITY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency, and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if applicable, NEPA, public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if applicable, NEPA, related roles and responsibilities.
- 10. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals relied upon, produced.

created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.

11. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

12. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and AUTHORITY will pay, or cause to be paid, all costs for HM-1 management activities.

13. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.

- 14. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
- 15. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
- 16. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the design, right of way, landscape maintenance and construction phases of PROJECT.

- 17. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
- 18. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
- 19. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority, or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 20. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
- 21. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 22. This Agreement shall terminate upon satisfactory completion of all post PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA SAN BERNARDINO COUNTY DEPARTMENT OF TRANSPORTATION TRANSPORTATION AUTHORITY WILL KEMPTON Director By: GARY C. OVITT President RAYMOND W. WOLFE, PhD District Director Attest: **VICKI WATSON Board Secretary** APPROVED AS TO FORM AND PROCEDURE: JEAN-RENE BASLE **AUTHORITY's Counsel** Department of Transportation **CERTIFIED AS TO FUNDS:** District Budget Manager CERTIFIED AS TO FINANCIAL

TERMS AND POLICIES:



San Bernardino Associated Governments

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Phone: (909) 884-8276 Fax: (909) 885-4407 Web: www.sanbag.ca.gov



San Bernardino County Transportation Commission
 San Bernardino County Transportation Authority
 San Bernardino County Congestion Management Agency
 Service Authority for Freeway Emergencies

Minute Action

AGENDA	ITEM:	9
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Date:

April 9, 2009

Subject:

I-215 Bi-County Projects

Recommendation:

- 1) Approve Cooperative Agreement No. C09177 (District Agreement No. 8-1435) with Caltrans for PA&ED for the I-215 Bi County HOV Gap Closure Project.
- 2) Approve Amendment No. 2 to Contract No. 03045 with LSA Associates decreasing the total contract amount from \$4,077,878.06 to \$2,050,950.77.
- 3) Approve Amendment No. 2 to Contract No. 03046 with LAN Engineering decreasing the total contract amount from \$7,422,121.15 to \$5,808,927.61.

Background:

On February 4, 2009, the Board approved a budget amendment to include the I-215 Bi County HOV Gap Closure project as a new task (TN 839) and to make it a priority to commit funds for project development and construction of the project.

As staff reported in February 2009, the I-215 Bi County HOV Gap Closure project is a product of imploying innovative means to down scope the I-215 Bi County Widening between the Riverside County Line to Orange Show Road in the near term. As a result of this down scoped project, cooperative agreements and amendments to the engineering and environmental services contracts are required. The Measure 2010-2040 Strategic Plan shows the ultimate I-215 improvements being completed late in the Measure.

Ма	Approve jor Projects C	
	Date: <u>April 9</u>	<u>, 2009</u>
Мо	ved:	Second:
In Favor:	Opposed:	Abstained:

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Major Projects Agenda Item April 9, 2009 Page 2

Staff previously recommended the approval of the Cooperative Agreement between RCTC and SANBAG at the March 2009 Board meeting. The Board approved the Agreement on March 4, 2009, and RCTC approved the Agreement at its February Commission meeting. This agreement established a partnership between SANBAG and RCTC to share costs and to assign the project development responsibilities for the PA&ED phase of the I-215 Bi County HOV Gap Closure project.

With the RCTC and SANBAG Cooperative Agreement in place, staff is recommending the approval of the Cooperative Agreement between Caltrans and SANBAG for the PA&ED phase of the I-215 Bi County HOV Gap Closure Project, as mandated by state law. This Agreement governs the allocation of roles and responsibilities between SANBAG and Caltrans, and stipulates the manner of oversight.

Staff is also recommending the approval of the amendments to the LAN and LSA contracts. The amendments will revise the scope of services to include the preliminary engineering and environmental services for the I-215 Bi County HOV Gap Closure Project in lieu of such services for the I-215 Bi-County Ultimate Widening project. In addition, the existing scope of services for the I-215 Barton Road and I-215 Mt. Vernon/Washington Interchange projects are being amended to include extra scope of work that resulted from down scoping the interchange projects and down scoping the mainline project. The reduced scope resulted in the LSA contract being reduced to \$2,050,950.77, a saving of \$2,026,927.29 and the LAN contract being reduced to \$5,808,927.61, a saving of \$1,613,193.54. In summary, the revised scope of services includes preliminary engineering and environmental services for the I-215 Bi-County HOV Gap Closure proect, the I-215 Mt. Vernon/Washington Interchange, and the I-215 Barton Road Interchange. The toal of the two contract is \$7,859,878.38. For additional details regarding the scope of services and the fee of the I-215 Bi County projects, refer to the Attachments.

Financial Impact:

- 1) Approval of Item 1 has no direct financial obligation on SANBAG.
- 2) Approval of Item 2 is consistent with the adopted Fiscal Year Budget, 2008/2009, as amended.
- 3) Approval of Item 3 is consistent with the adopted Fiscal Year Budget 2008/2009, as amended.

Reviewed By:

This item will be reviewed by the Major Projects Committee on April 9, 2009. SANABG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

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SANBAG Contract No. C09177

by and between

San Bernardino Associated Governments

and

Caltrans

for

I-215 Bi County HOV Gap Closure, PA&ED Phase

		CCOUNTING	PARTITION AND ADDRESS	SES ONLY	
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				llocation for the origina	al contract or the amendment.
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and		4/3/09			
Chief Financial Officer	Signature	Date			

Filename: c09177css-gb.docx

08-Riv-215-PM 43.9/45.3 08-SBd-215-PM 0.0/5.0 I-215/Bi County HOV Gap Closure EA 0M940 District Agreement No. 8-1435 AUTHORITY Contract No. C09177

PA&ED COOPERATIVE AGREEMENT

This AGREEMENT, entered into effective on	, 2009, is between the
STATE OF CALIFORNIA, acting by and throug	h its Department of Transportation, referred to
herein as "STATE," and the	• ,

SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY, a public corporation of the State of California, referred to herein as "AUTHORITY."

RECITALS

- 1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the counties of Riverside and San Bernardino.
- 2. AUTHORITY desires to construct one High Occupancy Vehicle (HOV) lane in each direction on the Interstate 215 (I-215) between State Routes 60/91 Interchange in Riverside County and the I-215/Orange Show Road Interchange in San Bernardino County, referred to herein as "PROJECT."
- 3. AUTHORITY is willing to fund one hundred percent (100%) of all capital outlay and support costs, except that the costs of STATE's Independent Quality Assurance (IQA) of PROJECT Project Approval and Environmental Document (PA&ED), all hereinafter referred to as PROJECT DEVELOPMENT, and STATE's costs incurred as the California Environmental Quality Act (CEQA) Lead Agency and National Environmental Policy Act (NEPA) Lead Agency, if applicable, in the review, comment and approval, if appropriate, of the PROJECT environmental documentation prepared entirely by AUTHORITY, will be borne by STATE. Funds for a portion of the abovementioned PROJECT cost will be secured by AUTHORITY from other agencies.
- 4. STATE funds will not be used to finance any of the PROJECT DEVELOPMENT capital and support costs except as set forth in this Agreement.

- 5. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
- 6. PROJECT design, right of way, landscape maintenance and construction phases will be the subject of a separate future agreement or agreements.
- 7. This Agreement will define the roles and responsibilities of the CEQA Lead Agency and CEQA Responsible Agency regarding environmental documentation, studies, and reports necessary for compliance with CEQA. This Agreement will also define roles and responsibilities for compliance with NEPA, if applicable.
- 8. The parties now define herein below the terms and conditions under which PROJECT is to be developed and financed.

SECTION I

AUTHORITY AGREES:

- 1. To fund one hundred percent (100%) of all PROJECT DEVELOPMENT capital and support costs except for costs of STATE's IQA and STATE's review, comment and approval if appropriate, of the PROJECT environmental documentation for CEQA, and NEPA if applicable. If it becomes necessary to obtain additional funds to complete PROJECT these additional funds will be provided by AUTHORITY using a funding source other than STATE funds.
- 2. To not use STATE funds for any PROJECT capital and support costs, except as set forth in this Agreement.
- 3. All PROJECT work performed by AUTHORITY or performed on AUTHORITY's behalf, shall be performed in accordance with all State and Federal laws, regulations, policies, procedures, and standards that STATE would normally follow. All such PROJECT work shall be submitted to STATE for STATE's review, comment, and concurrence at appropriate stages of development.
- 4. All PROJECT work, except as set forth in this Agreement, is to be performed by AUTHORITY. Should AUTHORITY request that STATE perform any portion of PROJECT work, except as otherwise set forth in this Agreement, AUTHORITY shall first agree to reimburse STATE for such work pursuant to an amendment to this Agreement or a separate executed agreement.
- 5. To have a Project Study Report/Project Report (PSR/PR) prepared, at no cost to STATE, and to submit each to STATE for STATE's review, concurrence, and/or approval at appropriate stages of development. The PSR/PR for PROJECT shall be signed on behalf of AUTHORITY by a Civil Engineer registered in the State of California. AUTHORITY

- agrees to provide landscape plans prepared and signed by a licensed California Landscape Architect, if applicable.
- 6. To permit STATE to monitor, participate, and oversee selection of personnel who will prepare the PSR/PR, prepare environmental documentation, including the investigative studies and technical environmental reports for PROJECT. AUTHORITY agrees to consider any request by STATE to avoid a contract award or to discontinue services of any personnel considered by STATE to be unqualified on the basis of credentials, professional expertise, failure to perform, and/or other pertinent criteria.
- 7. Personnel who prepare the preliminary engineering and environmental documentation, including investigative studies and technical environmental reports, shall be made available to STATE, at no cost to STATE, through completion of PROJECT construction to discuss problems which may arise during Plans, Specifications and Estimate (PS&E), Right of Way, and Construction phases of the PROJECT, and/or to make design revisions for contract change orders.
- 8. To make written application to STATE for necessary encroachment permits authorizing entry of AUTHORITY onto SHS right of way to perform required PROJECT DEVELOPMENT work as more specifically defined elsewhere in this Agreement. AUTHORITY shall also require AUTHORITY's consultants and contractors to make written application to STATE for the same necessary encroachment permits.
- 9. To identify and locate all high and low risk underground facilities within the area of PROJECT.
- 10. If any existing utility facilities conflict with the construction of PROJECT or violate STATE's encroachment policy, AUTHORITY shall make all necessary arrangements with the owners of such facilities for their timely accommodation, protection, relocation, or removal.
 - The costs for the PROJECT's positive identification and location, protection, relocation, or removal of utility facilities whether inside or outside STATE's right of way shall be determined in accordance with Federal and California laws and regulations, and STATE's policies and procedures, standards, practices, and applicable agreements including, but not limited to, Freeway Master Contracts.
- 11. To be responsible for, and to the STATE's satisfaction, the investigation of potential hazardous material sites within and outside existing SHS right of way that could impact PROJECT as part of performing any work pursuant to this Agreement. If AUTHORITY discovers hazardous material or contamination within the PROJECT study area during said investigation, AUTHORITY shall immediately notify STATE.
- 12. All aerial photography and photogrammetric mapping shall conform to STATE's current standards, if applicable.

13. A copy of all original survey documents resulting from surveys performed for PROJECT, including original field notes, adjustment calculations, final results, and appropriate intermediate documents, shall be delivered to STATE and shall become property of STATE. For aerial mapping, all information and materials listed in the document "Materials Needed to Review consultant Photogrammetric Mapping" shall be delivered to STATE and shall become property of STATE.

SECTION II

STATE AGREES:

- 1. At no cost to AUTHORITY, to complete STATE's review, comment and approval, if appropriate, as the CEQA Lead Agency and NEPA Lead Agency, if applicable, of the environmental documentation prepared entirely by AUTHORITY and to provide IQA of all AUTHORITY PROJECT DEVELOPMENT work necessary for completion of the PSR/PR for PROJECT done by AUTHORITY, including, but not limited to, investigation of potential hazardous material sites undertaken by AUTHORITY or its designee, and provide prompt reviews, comments, concurrence, and/or approvals as appropriate, of submittals by AUTHORITY, while cooperating in timely processing of documents necessary for completion of the environmental documentation and PSR/PR for PROJECT.
- 2. Upon proper application by AUTHORITY and by AUTHORITY's contractor, to issue, at no cost to AUTHORITY and AUTHORITY's contractor, the necessary, encroachment permits for required work within the SHS right of way as more specifically defined elsewhere in this Agreement.

SECTION III

IT IS MUTUALLY AGREED:

- 1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
- 2. The parties to this Agreement understand and agree that STATE's IQA is defined as providing STATE policy and procedural guidance through to completion of the PROJECT preliminary engineering phase administered by AUTHORITY. This guidance includes prompt reviews by STATE to assure that all work and products delivered or incorporated into the PROJECT by AUTHORITY conform with then existing STATE standards. IQA does not include any PROJECT related work deemed necessary to actually develop and deliver the PROJECT, nor does it involve any validation to verify

and recheck any work performed by AUTHORITY and/or its consultants or contractors and no liability will be assignable to STATE, its officers and employees by AUTHORITY under the terms of this Agreement or by third parties by reason of STATE's IQA activities. All work performed by STATE that is not direct IQA shall be chargeable against PROJECT funds as a service for which STATE will invoice its actual costs and AUTHORITY will pay or authorize STATE to reimburse itself from then available PROJECT funds pursuant to an amendment to this Agreement authorizing such services to be performed by STATE.

- The preparation of environmental documentation, including investigative studies and technical environmental reports, for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.
- 4. STATE will be the CEQA Lead Agency and AUTHORITY will be a CEQA Responsible Agency. STATE will be the NEPA Lead Agency, if applicable. AUTHORITY will assess PROJECT impacts on the environment and AUTHORITY will prepare the appropriate level of environmental documentation and necessary associated supporting investigative studies and technical environmental reports in order to meet the requirements of CEQA and if applicable, NEPA. AUTHORITY will submit to STATE all investigative studies and technical environmental reports for STATE's review, comment, and approval. The environmental document and/or categorical exemption/exclusion determination, including the administrative draft, draft, administrative final, and final environmental documentation, as applicable, will require STATE's review, comment, and approval prior to public availability.

If, during preparation of preliminary engineering, preparation of the PS&E, performance of right of way activities, or performance of PROJECT construction, new information is obtained which requires the preparation of additional environmental documentation to comply with CEQA and if applicable, NEPA, this Agreement will be amended to include completion of those additional tasks by AUTHORITY.

- 5. AUTHORITY agrees to obtain, as a PROJECT cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties agree otherwise in writing. If STATE agrees in writing to obtain said PROJECT permits, agreements, and/or approvals, those said costs shall be a PROJECT cost.
- 6. AUTHORITY shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permits,

- agreements, and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
- 7. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permits, agreements, and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
- 8. AUTHORITY, subject to STATE's prior review and approval, as a PROJECT cost, shall be responsible for preparing, submitting, publicizing and circulating all public notices related to the CEQA environmental process and if applicable, the NEPA environmental process, including, but not limited to, notice(s) of availability of the environmental document and/or determinations and notices of public hearings. Public notices shall comply with all State and Federal laws, regulations, policies and procedures. STATE will work with the appropriate Federal agency to publish notices in the Federal Register, if applicable.

STATE, as a PROJECT cost, shall be responsible for overseeing the planning, scheduling and holding of all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. AUTHORITY, to the satisfaction of STATE and subject to all of STATE's and FHWA's policies and procedures, shall be responsible for performing the planning, scheduling and details of holding all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process. STATE will participate as CEQA Lead Agency and if applicable, the NEPA Lead Agency, in all public meetings/hearings related to the CEQA environmental process and if applicable, the NEPA environmental process, for PROJECT. AUTHORITY shall provide STATE the opportunity to provide comments on any public meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such public meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings.

- 9. In the event AUTHORITY would like to hold separate and/or additional public meetings/hearings regarding the PROJECT, AUTHORITY must clarify in any meeting/hearing notices, exhibits, handouts or other materials that STATE is the CEQA Lead Agency and if applicable, the NEPA Lead Agency, and AUTHORITY is the CEQA Responsible Agency. Such notices, handouts and other materials shall also specify that public comments gathered at such meetings/hearings are not part of the CEQA and if applicable, NEPA, public review process. AUTHORITY shall provide STATE the opportunity to provide comments on any meeting/hearing exhibits, handouts or other materials at least ten (10) days prior to any such meetings/hearings. STATE maintains final editorial control of exhibits, handouts or other materials to be used at public meetings/hearings solely with respect to text or graphics that could lead to public confusion over CEQA and if applicable, NEPA, related roles and responsibilities.
- 10. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals relied upon, produced,

created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.

11. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

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HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

12. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

STATE, has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. AUTHORITY, independent of PROJECT, is responsible for any HM-1 found within PROJECT limits outside existing SHS right of way. AUTHORITY will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule, and AUTHORITY will pay, or cause to be paid, all costs for HM-1 management activities.

13. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities.

Any management activity cost associated with HM-2 is a PROJECT construction cost.

- 14. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
- 15. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
- 16. A separate Cooperative Agreement or agreements will be required to cover responsibilities and funding for the design, right of way, landscape maintenance and construction phases of PROJECT.

- 17. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not a party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
- 18. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY under this Agreement. It is understood and agreed that AUTHORITY will fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
- 19. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE, under or in connection with any work, authority, or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE will fully defend, indemnify and save harmless AUTHORITY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 20. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
- 21. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- 22. This Agreement shall terminate upon satisfactory completion of all post PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2014, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA SAN BERNARDINO COUNTY DEPARTMENT OF TRANSPORTATION TRANSPORTATION AUTHORITY WILL KEMPTON Director By: _ **GARY C. OVITT** President By: RAYMOND W. WOLFE, PhD **District Director** Attest: VICKI WATSON **Board Secretary** APPROVED AS TO FORM AND PROCEDURE: By: JEAN-RENE BASLE **AUTHORITY's Counsel** Department of Transportation **CERTIFIED AS TO FUNDS:** District Budget Manager CERTIFIED AS TO FINANCIAL **TERMS AND POLICIES:**

SANBAG Contract No. <u>03045-02</u>

by and between

San Bernardino Associated Governments

and

LSA Associates, Inc.

for

	Environment	al Services,	F215 BI (Sounty Project	<u>S</u>	
- 14E	FOR A	CCOUNTIN	G PURP	OSES ONLY		
⊠ Payable	Vendor Contra	ct # SBA330		Retention:		☐ Original
Receivable	Vendor ID LSA	<u> </u>		☐ Yes% [⊠ No	
Notes:			····			
		Previous A	mendmer	nts Total:		\$ 2,342,523.06
Original Contract:	\$ <u>1,500,000</u>	Previous A	mendmer	nts Contingency	Total:	\$ <u>235,355</u> _
		Current Ar	nendment			\$ (2,026,927.29)
Contingency Amount:	\$ <u>0</u>	Current Ar	nendment	Contingency:		\$ <u>0</u>
Contingency Amount requires	specific authorizatio	j				7
demangement amount required		Jy Tuok munu	- •	act TOTAL →	\$ 2.0	50,950.77
	·	<u> </u>				inal contract or the amendment.
<u>Task</u>	Cost Code F	unding Source		irant ID	Amou	
830	<u>5554</u> M	easure I VMP		300		28,662,22)
<u>830</u>	<u>5554</u> R	CTC	<u>o</u>	<u>346</u>	\$ (709	9 <u>.554.07)</u>
<u>839</u>	<u>5554</u> <u>M</u>	easure I VMP	<u>13</u>	<u>800</u>	\$ <u>576</u>	<u>.824.96</u>
839	<u>5554</u> R	CTC	<u>0</u>	9145	\$ <u>156</u>	<u>,396.04</u>
<u>840</u>	<u>5554</u> <u>M</u>	easure I VMP	<u>13</u>	<u>300</u>	\$ <u>35,7</u>	<u>′63.00</u>
<u>840</u>	5554 R	CTC	<u>O:</u>	<u>346</u>	\$ <u>11,9</u>	21.00
<u>845</u>	<u>5554</u> <u>M</u>	easure I VMP	<u>13</u>	300	\$ <u>22.7</u>	<u>88.00</u>
<u>845</u>	<u>5554</u> R	CTC	0:	<u>346</u>	\$ <u>7,59</u>	06.00
Original Board Approved	Contract Date:	<u>5/7/03</u>	Contract	Start: <u>5/7/03</u>	Contr	act End: <u>12/31/12</u>
New Amend. Approval (E	Board) Date:	<u>5/6/09</u>	Amend.	Start: <u>5/6/09</u>	Amer	nd. End: 12/31/12
If this is a multi-year co				udget authority	y amo	ng approved budget
authority and future fis	- , ,	_	_		1	
,	scal Year: <u>08/09</u>			scal Year(s) -	æ.	1,215,950.77
Authority →	\$ <u>835,0</u>	00	onbuage →	ted Obligation	Ψ.	1,215,950.11
Is this consistent with the	adopted budge	t? ⊠Yes	No			
If yes, which Task inc	•		44.	845		
If no, has the budget	amendment bed	en submitted?	Yes [No		
CONTRACT MANAGE	EMENT					
Please mark an "X" nex	ct to all that app	oly:				
☐ Intergovernmental	☐ Private	☐ Non-Loca	ai 🛛 L	∟ocal 🔲 Pa	rtiy Lo	cal
Disadvantaged Business	Enterprise: ⊠N	lo □Yes_	%			
Task Manager: Garry Co	hoe		Contract	Manager: Gilbe	ert Bet	ancourt
Ann P	L. 1	4/2/09	H.	lat Ko	an	M 4/2/09
Task Manager Signature		Date /	Contrac	et Manager Signa	ature	Date
She Man	4	1/3/09		3 -	-	
Chief Financial Officer Signature	gnature	Date				

Filename: a0304502.doc

AMENDMENT NO. 2

CONTRACT NO. A03045-02

AGREEMENT BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

LSA ASSOCIATES, INC.

This AMENDMENT No. 2 to SANBAG Contract No. A03045 entered into as of this 6th day of May, 2009, by the firm of LSA Associates, Inc. (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH

WHEREAS, SANBAG, under SANBAG Contract A03045, has engaged the services of CONSULTANT to provide Environmental Services for the I-215 Bi County Projects between the 60/91/215 Interchange and the Orange Show Road Interchange; and,

WHEREAS, the parties desire to amend the aforesaid contract to revise the scope of work, and decrease the not-to-exceed amount; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. A03045 as follows:

- 1. The contract scope of services is hereby amended to include the items described in the Attachment of this Amendment.
- 2. The not-to-exceed cost of Contract No. A03045 shall be decreased by \$2,026,927.29. The costs shall include all work performed by subconsultants, and all overhead costs and fees for CONSULTANT and subconsultants, as detailed in the Attachment. The not-to-exceed total contract amount is hereby amended and is \$1,815,595.77.
- 3. Article 21 Insurance Paragraph 21.5 Proof of Coverage of the contract shall be amended to include Riverside County Transportation Commission as additional insured.

4. Article 21 Insurance Paragraph 21.6 Additional Insured shall be added to the contract to read as follows:

Additional Insured: All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, volunteers and the Riverside County Transportation Commission and its officers, employees, agents, and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage to vicarious liability but shall allow coverage to the full extent provided by the policy.

5. Article 22 Indemnity of the contract shall be amended to read as follows:

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by SANBAG, SANBAG, and their officers, employees, (past and present), agents, and representatives including Fluor Daniel, Inc., and Riverside County Transportation Commission and its officers, employees, agents and volunteers, from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and
- 22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorney's fees, incurred by SANBAG for legal action to enforce CONSULTANTS's indemnification obligations hereunder.
- 6. Except as amended by this amendment, all other provisions of Contract No. A03045 remain in full force and effect.

IN WITNESS THEREOF, the authorized parties have below signed:

LSA ASSOCIATES, INC.	SAN BERNARDINO ASSOCIATED GOVERNMENTS SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
By:	By:Gary C. Ovitt, President SANBAG Board of Directors
Date:	Date:
	Attest: Vicki Watson Board Secretary
	Date:
	APPROVED AS TO FORM:
	By: Jean-Rene Basle SANBAG Counsel
	Date:

SANBAG CONTRACT NO. A03045-02

Environmental Services, I-215 Bi County Projects By and Between SANBAG and LSA Associates, Inc.

AMENDMENT NO. 2 - COST SUMMARY

Task No.	ask No. Description	Contract As Amended	Amendment No. 2	Amendment No. 2 New Contract Amount
830	I-215 Bi County Ultimate Widening Project	3,199,983.06	\$ (2.838.216.29)	\$ 361 766 77
839	I-215 Bi County HOV Gap Closure Project	·	∙ 69	· 69
840	I-215/Barton Road Interchange Reconstruction Project	\$ 310,450.00	\$ 47.684.00	\$ 358 134 00
845	I-215/Mt. Vernon/Washington Interchange Reconstruction Project	\$ 332,090.00	\$ 30,384.00	\$ 362,474.00
		\$ 3,842,523.06	\$ (2,026,927.29)	\$ 1,815,595.77
	Contingency		•	\$ 235,355.00
	Total New Contract Amount			\$ 2,050,950.77

Note: Amendment No. 2 is based on the amount already expended on Task Orders 1-5, and 8 (TASK 830) through January 31, 2009, the increased budget requested for Task Orders 6 (TASK 840) and 7 (TASK 845), and the new Task Order 9 (TASK 839).

The not to exceed amount is \$1,815,595.77 plus a contingency of \$235,355 for a total new contract amount of \$2,050,950.77.

March 6, 2009

Mr. Gilbert Betancourt San Bernardino Associated Governments 1170 West 3rd Street San Bernardino, CA 92410-1715

Subject:

Budget Amendment Request 2 and Contract Changes: Environmental Services for

the I-215 Bi-County Improvement Project

Dear Mr. Betancourt:

LSA Associates, Inc. (LSA) is requesting additional budget for environmental services for the Interstate 215 (I-215)/Barton Road Interchange Improvement project (Task Order 6) and for the I-215/Washington Street Interchange Improvement project (Task Order 7). Additional budget is necessary to either meet new California Department of Transportation (Caltrans) standards or to complete out-of-scope work not identified in the original proposals. Also, because both LAN Engineering and LSA subcontracted with consultants (Secor and Kleinfelder, respectively) to prepare the Initial Site Assessment (ISA), Aerially Deposited Lead (ADL) Survey and Testing, and Asbestos Survey and Testing, San Bernardino Associated Governments (SANBAG), LAN, and LSA agreed that Kleinfelder would prepare the ISAs for Task Orders 6, 7, and 9, and Secor would conduct the surveys and testing for these projects.

BACKGROUND

There were originally five task orders assigned to LSA for the environmental services for the I-215 Bi-County Improvement Project. In general, these task orders covered preliminary project development services, including environmental screening and constraints analysis, purpose and need development, and public outreach. In 2007, three additional task orders were added to include the environmental documents for the I-215/Barton Road Interchange Improvement project, the I-215/ Washington Street Interchange Improvement project, and the I-215 Widening project (4+1). The contract amount for Task Orders 1-8 was \$3,842,534.06.

As part of SANBAG's Strategic Plan review, it was determined that SANBAG would proceed with an interim high-occupancy vehicle (HOV) lane project for I-215 and not add the additional generalpurpose lane until sometime after 2030. Task Order 9, the I-215 HOV Gap Closure project, was established in January 2009.

CONTRACT CHANGE

Based on the amount already expended on Task Orders 1-5, the increased budget requested for Task Orders 6 (\$47,684) and 7 (\$30,384), and the new Task Order 9 (\$733,221), the new contract amount is \$1,815,595.77. This represents a cost savings of \$2,026,927.29.

LSA ASSOCIATES, INC.

The attached contract cost summary sheet shows the contract changes. Scope of work, cost proposal, and hours breakdown documents for Task Orders 6, 7, and 9 are also attached.

If you have any questions regarding this budget amendment request, please do not hesitate to call me or Mike Amling at (949) 553-0666.

Sincerely,

LSA ASSOCIATES, INC.

Lisa Williams

Attachments:

Contract Cost Summary

Scope of Work for Task Orders 6, 7, and 9 Cost Proposal for Task Orders 6, 7, and 9 Hours Breakdown for Task Orders 6, 7, and 9

P:\SBA330\Amendment C03046-02 Cost Summary.xls

LSA Associates, Inc.
I-215 BiCounty Improvment Project: Adjustments to Contract Amount

							Amen	Amendment No. 2		
Task Order	Original Cont	ract Amt.	I Contract Amt. Actuals Thru 1/31/09		Remaining Contract Amt. (Adjustment)	act Amt.	(Adjus	tment)	New (New Contract Amt.
TO1 Environ Screening	\$ 16	160,385.82	\$ 13	135,926.19	\$	24,459.63	69	(24,459.63) \$	€>	135,926.19
TO2 Strategy, Support, Scoping	\$ 19	191,007.59	↔	129,832.72	9	61,174.87	69	(61,174.87)	49	129,832.72
TO3 On-Call	\$	40,000.00	₩	6,391.56	3	33,608.44	69	(33,608.44)	49	6.391.56
TO4 Public Outreach	6 \$	99,290.00	\$	53,724.13	8	45,565.87	69	(45,565.87)	65	53,724.13
TO5 Purpose and Need	\$	49,994.65	\$	31,075.86	8	18,918.79	69	(18,918.79)	49	31,075.86
TO6 I-215/Barton	\$ 31	310,450.00 \$		131,409.73	\$ 17	179,040.27	€9	47,684.00	69	358,134.00
TO7 I-215/Washington	\$ 33	332,090.00	\$	6,067.26	\$ 32	326,022.74	69	30,384.00	69	362,474.00
TO8 I-215 Ultimate (4+1)	\$ 2,65	2,659,305.00	↔	4,816.31	\$ 2,65	2,654,488.69	65	(2,654,488.69)	69	4,816.31
T09 I-215 HOV (3+1)	↔	•	\$	1	\$		69	733,221.00	65	733,221.00
Total	\$ 3,84	3,842,523.06 \$		499,243.76	\$	3,343,279.30	69	(2,026,927.29)	49	1,815,595.77
Notes:	(1)TO1	are close	d, so remaining	balance is	-5 and 8 are closed, so remaining balance is not part of new contract amount	ntract amo	unt.			
5 2	(2)Budget incre	sases are i	ncluded for TO	6-7 for add	(2)Budget increases are included for TO6-7 for additional scope of work	ork				
	(3)TO9 is a ne	is a new task order	ler							

I-215 BICOUNTY IMPROVEMENT PROJECT BUDGET AMENDMENT NO. 2 REQUEST: TASK ORDER 6

LSA Associates, Inc. (LSA) is requesting additional budget for environmental services for the Interstate 215 (I-215)/Barton Road Interchange Improvement project (Task Order 6). As discussed in detail below, additional budget is necessary to either meet new California Department of Transportation (Caltrans) standards or to complete out-of-scope work not identified in the original proposals. The additional work is described by task and WBS code below.

ADDITIONAL SCOPE OF WORK

Value Analysis (WBS 1.150.10.10)

LSA provided the Environmental Team Member for the 40-hour Value Analysis. This item was not included in the original scope of work.

Hazardous Waste Initial Site Assessment (ISA) (WBS 1.150.20.10)

Kleinfelder will prepare an ISA in accordance with Caltrans Preparation Guidelines for Initial Site Assessments. Specific tasks for the ISA include the following:

- Conduct an agency records search to identify hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. This information will be obtained from records maintained by the State of California Department of Health and Regional Water Quality Control Board, and other appropriate agencies. Kleinfelder will utilize a database service to perform this search;
- Conduct a field inspection and visual survey of the project area via available public access to identify obvious areas of hazardous waste contamination;
- If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), Kleinfelder will evaluate the potential impact to the project and identify subsequent procedures to further evaluate the extent of contamination and remediation requirements;
- Potential hazardous waste sites located within the project area will be evaluated using information available from local and/or State agencies. Historic land use information for the project study area will be requested from the County of San Bernardino to determine whether previous uses may have resulted in hazardous waste contamination; and
- The draft ISA Report will be submitted for review. Kleinfelder will revise the ISA and submit a final ISA for approval by the Client.

Assumptions Associated with the Hazardous Waste ISA. The following assumptions were made in estimation of the costs of the environmental determination (ISA) component of this proposal:

- The environmental scope of work pertains to hazardous waste sites only and does not include record searches for biological or cultural resources;
- Kleinfelder will be provided access to the site;
- No soil sample collection will be performed for the ISA; and
- Only information received prior to issuance of the report can be included in the evaluation.
 Kleinfelder does not guarantee the accuracy of information supplied by its sources, but reserves the right to rely on this information in formulating a professional opinion on the potential for subsurface contamination at the site.

Noise Analysis (WBS 2.165.10.25)

The Noise Study modeling was completed based on the previous traffic study. LSA will update the Noise Study based on the revised traffic study.

Noise Abatement Decision Report (NADR)

This report is a new Caltrans requirement and therefore was not included in the original proposal. LSA will prepare a NADR, as defined in the Caltrans Noise Analysis Protocol (August 2006). The report will summarize the preliminary reasonableness determination from the noise study report, present the engineer's cost estimate for the evaluated abatement, and evaluate nonacoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). The engineer's cost estimate to construct sound barriers and nonacoustical factors related to feasibility will be provided to LSA for completion of the NADR. LSA will prepare the NADR consistent with the District report guidelines with the best information available.

Air Quality Analysis (WBS 2.165.10.30)

The Air Quality Report modeling was completed based on the previous traffic study. LSA will update the Air Quality Report based on the revised traffic study.

Archaeological Survey (WBS 2.165.20.05)

Consistent with the schedule, LSA conducted the Archaeological Survey prior to the development of the new alternative (Alternative 6). LSA conducted an additional survey for the area that would be impacted by Alternative 6.

Area of Potential Effects (APE) Map (WBS 2.165.20.05.05)

Consistent with the schedule, LSA prepared the Draft APE Map prior to the development of the new alternative (Alternative 6). LSA revised the APE Map to include Alternative 6.

Historic Resources Evaluation Report (HRER) (WBS 2.165.20.20.15)

Based on the Preliminary Environmental Analysis Report (PEAR) prepared for the project, LSA specified that only the Grand Terrace Elementary School complex would require recordation and evaluation in the original proposal. Consistent with Caltrans requirements, LSA evaluated 19 properties in the Draft HRER.

LSA Associates, Inc.

ATTN: Lisa Williams LSA Associates, Inc. 20 Executive Park, Suite 200

Irvine, CA 92614

LSA

Contract No.: 03-045 Task Order No.: 6

Task Order Period of Performance: May 2007 to October 2010

Task Order Amt.: \$358,134

Amendment No.: 2

Employee Name Mike Amling	Classification	Regular / OT	EA	WBS	Bill	ing Rate	Hours	Labor Cost
	Principal-QA/QC	Regular	08-45990K	varies	\$	180.00	11	\$1,980.0
isa Williams	Project Manager	Regular	08-45990K	varies	\$	135.00	9	\$1,215.0
Keith Lay	Associate	Regular	08-45990K	varies	S	120.00	11	\$1,320.0
Wendy Walters	Senior Biologist	Regular	08-45990K	varies	\$	95.00	0	\$0.0
Phil Fulton	Senior Cultural Resources Mgr	Regular	08-45990K	varies	-5	95.00	24	\$2,280,0
Staff	Environmental Planner/Specist	Regular	08-45990K	varies	\$	105.00	223	\$23,415.0
Staff	Word Processing/Editor	Regular	08-45990K	varies	\$	75.00	8	\$600.0
Staff	GIS/Graphics	Regular	08-45990K	varies	\$	115.00	12	\$1,380.0
Staff	Office Assistant	Regular	08-45990K	varies	\$	55.00	2	\$110.0
			Total Sub 0	Consultant Dir	ect Lat	oor Cost :	300	\$32,300.0
Other Direct Costs:	energy (A. L. Tarina and A. L. Salah		Fay Walk		10000000	2.5.12.530,1111	2011 CACKA	
Name / In House / Vendor	Description		EA	WBS	Ur	it Price	No. of Units	ODC \$0.0
Name of Sub-Cor	nt Cost Proposal in the same format and DBE/DVBE/SBE		Description	WBS 1.150.20.10	—	EA	Hours	Labor + ODC \$15,384.0
ienfelder	140	ISA	Tota	al Sub Cons	ultant	Costs:	0	\$15,384.0
			Grand Tota	al (Prime	+ Sı	ubs):	Total Hours	
								Total Amount \$47,684.0
A Summary (Prime +	Subs):			Steel 11 Steel		EA I	Hours	- Was Chromboats of Serve
A Summary (Prime +	Subs):			Steel Light		EA 45990K	Hours	\$47,684.0
A Summary (Prime +	Subs):						Hours	\$47,684.0
A Summary (Prime + pproval Signatures:	Subs):					45990K	Hours	\$47,684.0

Amendment Request No. 2: Task Order 6, I-215/Barton Road Environmental Services LSA Associates, Inc.

Office Assistant Tours Labor Cost	\$5					17	2 139 \$15,005	12					8 84	4						
Word Processing/Editor	\$11						8										-			
Environmental Planner/Specls	\$10		48			9	115						20					20)		
Senior Biologist Senior Cultural Resources Mgr	6\$								_				24							
Associate	\$120.00 \$95.00						2	6	_											H
Project Manager						2	4	2					F							
DD\AD-laqionin9	\$180.00					1	8	-					-							
Classification		PERFORM PROJECT MANAGEMENT	VALUE ANALYSIS	COMMUNITY IMPACT ANALYSIS, LAND USE, AND GROWTH STUDIES	VISUAL IMPACT ASSESSMENT AND SCENIC RESOURCE EVALUATION	NOISE STUDY	NOISE ABATEMENT DECISION REPORT	AIR QUALITY STUDY	WATER QUALITY STUDIES	DRAFT RIGHT OF WAY RELOCATION IMPACT DOCUMENT	PALEONTOLOGY STUDY	NATURAL ENVIRONMENT STUDY (NESMI)	CULTURAL RESOURCE STUDIES	DRAFT ENVIRONMENTAL DOCUMENT ANALYSIS	SECTION 4(F) EVALUATION	ENVIRONMENTAL QUALITY CONTROL & OTHER REVIEWS	DED PUBLICATION AND CIRCULATION	PUBLIC HEARING	PUBLIC COMMENT RESPONSES AND CORRESPONDENCE	PROJECT REPORT

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	!	LSA	ASSO	LSA Associates, Inc.	, Inc.							
Amendment Request No. 2: Task Order 6, I-215/Barton Road Environmental Services	2: Ta	sk Ord	der 6,	1-215/	Barto	n Roa	d Env	ironn	ental	Servic	es	
Classification	D\AD-lsqionin¶	Project Manager	Associate	Senior Biologist	Senior Cultural Resources Mgi	Environmental Planner/Specls	Word Processing/Editor	GIS/Graphics	Offlice Assistant	Hours	Labor Cost	
	\$180.00	\$135.00	\$120.00	00'56\$	\$95.00	\$105.00	\$75.00	\$115.00	\$55.00			
DRAFT FED REVIEW												
REVISED DRAFT FED												
ECR												
TOTAL LABOR	÷	0	÷		76	200	a	5	6	250	400 000	

I-215 BICOUNTY IMPROVEMENT PROJECT BUDGET AMENDMENT NO. 2 REQUEST: TASK ORDER 7

LSA Associates, Inc. (LSA) is requesting additional budget for environmental services for the Interstate 215 (I-215)/Washington Interchange Improvement project (Task Order 7). As discussed in detail below, additional budget is necessary to either meet new California Department of Transportation (Caltrans) standards or to complete out-of-scope work not identified in the original proposals. The additional work is described by task and WBS code below.

ADDITIONAL SCOPE OF WORK

Hazardous Waste Initial Site Assessment (ISA) (WBS 1.150.20.10)

Kleinfelder will prepare an ISA in accordance with Caltrans Preparation Guidelines for Initial Site Assessments. Specific tasks for the ISA include the following:

- Conduct an agency records search to identify hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. This information will be obtained from records maintained by the State of California Department of Health and Regional Water Quality Control Board, and other appropriate agencies. Kleinfelder will utilize a database service to perform this search;
- Conduct a field inspection and visual survey of the project area via available public access to identify obvious areas of hazardous waste contamination;
- If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), Kleinfelder will evaluate the potential impact to the project and identify subsequent procedures to further evaluate the extent of contamination and remediation requirements;
- Potential hazardous waste sites located within the project area will be evaluated using information available from local and/or State agencies. Historic land use information for the project study area will be requested from the County of San Bernardino to determine whether previous uses may have resulted in hazardous waste contamination; and
- The draft ISA Report will be submitted for review. Kleinfelder will revise the ISA and submit a final ISA for approval by the Client.

Assumptions Associated with the Hazardous Waste ISA. The following assumptions were made in estimation of the costs of the environmental determination (ISA) component of this proposal:

• The environmental scope of work pertains to hazardous waste sites only and does not include record searches for biological or cultural resources;

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A0304502 Attachment A

- Kleinfelder will be provided access to the site;
- No soil sample collection will be performed for the ISA; and
- Only information received prior to issuance of the report can be included in the evaluation.
 Kleinfelder does not guarantee the accuracy of information supplied by its sources, but reserves the right to rely on this information in formulating a professional opinion on the potential for subsurface contamination at the site.

Noise Abatement Decision Report (NADR)

This report is a new Caltrans requirement and therefore was not included in the original proposal. LSA will prepare a NADR, as defined in the Caltrans Noise Analysis Protocol (August 2006). The report will summarize the preliminary reasonableness determination from the noise study report, present the engineer's cost estimate for the evaluated abatement, and evaluate nonacoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). The engineer's cost estimate to construct sound barriers and nonacoustical factors related to feasibility will be provided to LSA for completion of the NADR. LSA will prepare the NADR consistent with the District report guidelines with the best information available.

LSA Associates, Inc.

ATTN: Lisa Williams LSA Associates, Inc. 20 Executive Park, Suite 200 Irvine, CA 92614



Contract No.: 03-045 Task Order No.: 7

Task Order Period of Performance: May 2007 to October 2011

Task Order Amt.: \$362,474

Amendment No.: 2

Consultant Costs:			Same	EU ONESSE DE	erences.	descension		······································
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Employee Name	Classification	Regular / OT	EA	WBS	Bil	ing Rate	Hours	Labor Cost
Mike Amling	Principal-QA/QC	Regular	08-45990K	varies	\$	180.00	8	\$1,440.0
isa Williams	Project Manager	Regular	08-45990K	varies	s	135.00	4	\$540.0
(eith Lay	Associate	Regular	08-45990K	varies	\$	120.00	2	\$240.0
Vendy Walters	Senior Biologist	Regular	08-45990K	varies	5	95.00		\$0.0
hil Fulton	Senior Cultural Resources Mgr	Regular	08-45990K	varies	5	95.00		\$0.0
taff	Environmental Planner/Specist	Regular	08-45990K	varies	\$	105.00		\$12,075.0
Staff	Word Processing/Editor	Regular	08-45990K	varies	\$	75.00	·	\$600.0
taff	GIS/Graphics	Regular	08-45990K	varies	\$	115.00		\$0.0
itaff	Office Assistant	Regular	08-45990K	varies	\$	55.00	****	\$110.0
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LSA Associates, Inc.

Amendment Request No. 2: Task Order 7, I-215/Washington Street Environmental Services

Project Manager Associate Senior Biologist Senior Cultural Resources Mgr Environmental Planner/Speclar Word Processing/Editor GIS/Graphics Office Assistant	\$180.00 \$135.00 \$120.00 \$95.00 \$95.00 \$105.00 \$75.00 \$115.00 \$5		S, LAND USE, AND	AND SCENIC		REPORT 8 4 2 115 8 2 139 \$15.005			ATION IMPACT		DY (NESMI)	Si	UMENT ANALYSIS		INTROL & OTHER	LATION		
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\$15,005 Labor Cost Amendment Request No. 2: Task Order 7, I-215/Washington Street Environmental Services Hours 139 \$55.00 Office Assistant \$115.00 GIS/Graphics œ Word Processing/Editor 115 Environmental Planner/Specls LSA Associates, Inc. \$95.00 Senior Cultural Resources Mgr Senior Biologist Associate \$120.00 Project Manager \$180.00 Principal-QA/QC Φ Classification DRAFT FED REVIEW REVISED DRAFT FED TOTAL LABOR

I-215 BICOUNTY IMPROVEMENT PROJECT BUDGET AMENDMENT NO. 2 REQUEST: TASK ORDER 9

LSA Associates, Inc. (LSA) is pleased to present this scope of work for environmental services for the Project Approval and Environmental Document (PA&ED) phase of the I-215 High-Occupancy Vehicle (HOV) Gap Closure project. The tasks identified below outline the work program for environmental compliance under both California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). The level of effort for the Project Initiation Document (PID) is based on preparation of a Preliminary Environmental Analysis Report (PEAR) with one Build Alternative. The level of effort for PA&ED is based on: (1) preparation of an Initial Study/Mitigated Negative Declaration (IS/MND) for CEQA compliance; (2) preparation of Categorical Exclusion (CE) documentation for NEPA compliance; (3) a schedule of up to two years to complete PA&ED; and (3) evaluation of one Build Alternative and the No Build Alternative. An optional task for preparation of an IS/Environmental Assessment (EA) is included. The text for the IS/MND and CE documentation will be based on the technical studies to be prepared under the scope of work listed below. All documentation will be prepared pursuant to the Caltrans Project Development Procedures and Workflow Tasks Manuals and the California Department of Transportation (Caltrans) Standard Environmental Reference (SER). If Caltrans templates or guidelines for the technical studies or the IS/MND are changed after the first drafts of these documents are completed, the scope and budget may need to be modified accordingly.

The following items will be required to complete the PEAR (PID):

- Maximum project footprint (to establish a survey area and conduct record searches and surveys)
- Digital files of project plans (to conduct PEAR analysis)
- 11 x 17 inch Caltrans format concept plans (PDF file) for the Project Study Report (PSR) build alternatives suitable as an attachment to the PEAR. These plans must clearly show the existing and proposed right-of-way and the proposed project improvements.

The following items will be required prior to preparation of the technical studies and the preliminary Draft IS/MND (PA&ED):

- Project plans (digital files) suitable for use as a base for preparation of the Area of Potential
 Effects (APE) map for the project. These plans should be on a topographic or aerial photograph
 base and must clearly show the existing and proposed right-of-way and the proposed project
 improvements.
- 11 x 17 inch Caltrans format concept plans (PDF file) for the build alternatives suitable as an attachment to the technical studies. These plans must clearly show the existing and proposed right-of-way and the proposed project improvements. The plans will be required prior to submittal of the draft technical studies to Caltrans for review.
- Topographical mapping (digital files) showing existing and proposed elevations for the entire
 project site, including all areas within the APE.

SCOPE OF WORK

TASK 1: PROJECT MANAGEMENT/MEETINGS (WBS 0.100)

In addition to project management, this task includes ongoing project team coordination and attendance at up to 30 meetings, including a project kickoff meeting, an initial field investigation meeting, and project development team (PDT) meetings.

TASK 2: PRELIMINARY ENVIRONMENTAL ANALYSIS REPORT (WBS 1.150.20)

In accordance with current Caltrans Guidelines (Guidelines for the Preparation of the Preliminary Environmental Analysis Report, December 2001), Consultant will prepare a PEAR for the project based on the PSR alternatives. To conduct this task, Consultant will utilize preliminary geometric plans, right-of-way maps, and traffic data, as well as information from any prior studies and any recent EIRs for projects within the area. The PEAR will:

- Develop an inventory of environmental resources and a list of the potential project issues or impacts that could significantly delay the project or affect the viability of any project alternative, including agency records searches to identify sensitive biological and cultural resources within the project study area
- Determine any technical studies (e.g., noise analysis, relocation impact study) that will be needed to complete the environmental clearance
- Determine the type of environmental document proposed and a tentative schedule for its completion
- Determine the potential State and federal permits that may be required for the project to proceed

The PEAR will address the environmental topics contained in the Caltrans PEAR Guidelines, providing sufficient discussion to indicate the potential for environmental impacts resulting from project development.

Attachments to the PEAR will include: a Paleontology memorandum, Biological Resources memorandum, Noise memorandum, and Cultural Resources memorandum.

Task 2.1: Hazardous Waste Initial Site Assessment (ISA) (WBS 2.150.20.50)

The purpose of the Hazardous Waste Initial Site Assessment is to review potential hazardous material/waste impacts associated with the proposed project. Information developed during the ISA can be used to evaluate human health risk during construction, long-term risk to human health and the environmental following construction, and possible legal or logistical implications associated with contaminated sites along the alignment.

Consultant will prepare an ISA in accordance with Caltrans Preparation Guidelines for Initial Site Assessments. Specific tasks for the ISA include the following:

- Conduct an agency records search to identify hazardous waste sites located within the project study area and classified as a hazardous waste site under State law. The records search will also identify business types located within the project study area that would be likely to store, transfer, or utilize large quantities of hazardous materials. This information will be obtained from records maintained by the State of California Department of Health and Regional Water Quality Control Board, and other appropriate agencies. Consultant will utilize a database service to perform this search;
- Conduct a field inspection and visual survey of the project area via available public access to identify obvious areas of hazardous waste contamination.
- If hazardous waste sites are identified within the project study area (via governmental records and/or the visual survey), Consultant will evaluate potential impact to the project and identify subsequent procedures to further evaluate the extent of contamination and remediation requirements;
- Potential hazardous waste sites located within the project area will be evaluated using information available form local and/or State agencies. Historic land use information for the project study area will be requested from the Counties of San Bernardino and Riverside, as applicable, to determine whether previous uses may have resulted in hazardous waste contamination; and
- The draft of ISA Report will be submitted for review. Consultant will revise the ISA and submit a final ISA for approval by Caltrans.

Assumptions Associated with the Hazardous Waste ISA

The following assumptions were made in estimation of the costs of the environmental determination (ISA) component of this proposal:

- The environmental scope of work pertains to hazardous waste sites only and does not include record searches for biological or cultural resources;
- Consultant will be provided access to the site;
- No soil sample collection will be performed for the ISA; and
- Only information received prior to issuance of the report can be included in the evaluation.
 Consultant does not guarantee the accuracy of information supplied by its sources, but reserves the right to rely on this information in formulating a professional opinion on the potential for subsurface contamination at the site.

TASK 3: ENVIRONMENTAL TECHNICAL STUDIES (WBS 2.165.10)

The technical studies listed below will be used as resource documents for preparation of the technical studies and the IS/MND. The technical study scope of work is based on the concept plans and known environmental issues. The scope of work and budget are based on three submittals of draft technical studies for Caltrans review. The first Caltrans review is for major comments and the second Caltrans review is for minor comments. The third review is for any cleanup comments and approval. If the concept plans for the project are revised after the analysis for the technical studies is complete, new

analysis based on the revised plans may be required and the scope and budget may need to be modified accordingly.

Because the I-215 HOV Gap Closure project would be constructed within existing Caltrans right-ofway, it is anticipated that the following technical studies will not be required and are not included in the scope of work:

- Historic Resources Evaluation Report
- Visual Impact Assessment
- Community Impact Assessment
- Relocation Impact Study

Task 3.1: Noise Analysis (WBS 2.165.10.25)

Consultant will prepare a Noise Impact Analysis consistent with the Caltrans Noise Analysis Protocol (August 2006) to address traffic noise impacts on noise-sensitive uses, such as existing and approved future residential areas located adjacent to the proposed project. Noise standards regulating noise impacts, including the Noise Abatement Criteria (NAC) and applicable local noise ordinances, will be discussed for land uses located adjacent to the project. The areas with potential future traffic noise impacts will be identified using land use information, aerial photographs, and field reconnaissance. A discussion of any existing sensitive uses and approved future residences in the project vicinity will be included.

Ambient noise level measurements will be conducted to establish the existing noise environment at representative noise-sensitive land uses along I-215 in the project area. Short-term (15-minute) noise level measurements will be made at up to 35 locations to document the existing noise environment and to calibrate the traffic noise model. Observations of other noise sources, barriers, terrains, building heights, and other site-specific information will be noted during each measurement period.

Noise impacts from construction sources will be analyzed based on the equipment expected to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. United States Environmental Protection Agency (EPA) recommended noise emission levels will be used for construction equipment. The construction noise impact will be evaluated in terms of maximum levels (L_{max}) and the frequency of occurrence at adjacent sensitive locations. Analysis requirements will be based on the sensitivity of the area and the Noise Ordinance specifications of the City.

The FHWA Traffic Noise Model (TNM) Version 2.5 will be used to evaluate the traffic noise levels associated with the Existing, Future No Build, and one Build Alternatives. Model input data include peak-hour traffic volumes; vehicle mix among autos and medium and heavy trucks; vehicle speeds; and roadway configurations. Existing roadway traffic noise will be calculated as baseline conditions, using concurrent traffic counts obtained during ambient noise level measurements. The future traffic conditions will assume either the worst-case traffic condition or the projected traffic volumes provided in the Traffic Study.

Noise abatement measures (sound barriers) designed to reduce long-term traffic noise impacts by 5 A-weighted decibel (dBA) or more, as required to be feasible, will be evaluated. A reasonable allowance per residence and total reasonable allowance per residence will be calculated for each sound barrier.

Task 3.2: Noise Abatement Decision Report (NADR)

If the Noise Study Report identifies feasible sound barriers, Consultant will prepare a NADR, as defined in the Caltrans Noise Analysis Protocol (August 2006), upon receipt of the estimated sound barrier construction cost and nonacoustical information related to feasibility from the project engineer. The report will summarize the preliminary reasonableness determination from the Noise Study Report, present the engineer's cost estimate for the evaluated abatement, evaluation of nonacoustical factors related to feasibility, preliminary noise abatement decision, and secondary effects of abatement (impacts on cultural resources, scenic views, hazardous materials, and biology). Consultant will prepare the NADR consistent with the Caltrans report guidelines with the best information available.

Task 3.3: Air Quality Analysis (WBS 2.165.10.30)

Consultant will prepare an Air Quality Analysis for the project in accordance with the Caltrans Transportation Project Level Carbon Monoxide (CO) Protocol, the EPA's fugitive dust conformity rule, and the South Coast Air Quality Management District (SCAQMD) CEQA Handbook air quality guidelines. Consultant will conduct the screening analyses specified in the CO protocol and, if required, conduct CALINE4 modeling for CO hot spots for up to 20 receptor locations for the Existing, Future No Build, and each of the Build Alternatives. Consultant will evaluate the proposed project's impacts to long-term particulate matter concentrations (PM_{2.5} and PM₁₀) and mobile source air toxics (MSAT) using the Transportation Conformity Guidance for Qualitative Hot-spot Analysis in PM_{2.5} and PM₁₀ Nonattainment and Maintenance Areas (EPA, March 2006) and the Interim Guidelines on Air Toxic Analysis in NEPA Documents (FHWA, February 2006). In addition, the proposed project's impact on global warming and climate change will be discussed.

In addition to the air quality analysis, Consultant will prepare the "Conformity Analysis Documentation for Project-Level Conformity Determinations in Metropolitan Nonattainment/ Maintenance Areas" required for NEPA delegation.

Task 3.4: Water Quality (WBS 2.165.10.35)

Consultant will prepare a Water Quality Assessment Report (WQAR) for the project that discusses watershed characteristics, groundwater hydrology, regulatory requirements, pollutants of concern, and receiving waters conditions, objectives, and beneficial uses. The report will also discuss Design Pollution Prevention best management practices (BMPs), Construction Site BMPs, and Treatment BMPs that are applicable to the project alternatives per Caltrans Storm Water Quality Handbooks Project Planning and Design Guide. Information from the Storm Water Data Report, to be provided by the project engineer, will be incorporated into the WQAR. The project's potential impact on water quality will be evaluated, and mitigation measures necessary to prevent adverse water quality impacts will be identified.

Task 3.5: Floodplain Encroachment Report (WBS 2.165.10.35)

Consultant will prepare a Summary of Floodplain Encroachment based on a Location Hydraulic Study that will be provided by the project engineer. This scope of work presumes that the proposed project will not cause a significant floodplain encroachment as defined by 23 CFR 650.105 and is not inconsistent with existing watershed and floodplain management programs. This scope also presumes that the Location Hydraulic Study provided by the engineer will contain the requisite information for each alternative as described in Chapter 17 of the Caltrans Standard Environmental Reference and in 23 CFR 650A, Section 650.111 (b) (c). The report will discuss potential impacts for each alternative and recommend mitigation measures related to floodplain encroachment, flood-related hazards, natural or beneficial floodplain values, access interruption, and the community floodplain development plan.

Task 3.6: Paleontology Study (WBS 2.165.10.65)

All tasks will be conducted/prepared following the guidelines set forth in Caltrans Standard Environmental Reference (SER), Volume 1, Chapter 8 – Paleontology (Revised April 2008), guidelines developed by the Society of Vertebrate Paleontology¹, and any County guidelines.

This scope of work for this task is based on preparation of the Paleontological Investigation Report (PIR)/Paleontological Evaluation Report (PER) only. If project findings are positive, a budget augment may be necessary to prepare additional reports that may be required by the SER, Volume 1, Chapter 8 – Paleontology, such as a Paleontological Mitigation Plan (PMP). Where possible, Consultant will utilize information and data obtained during preparation of the memo to be used during preparation of the PEAR, noted above. The tasks that will be completed are as follows:

- Paleontological Investigation Report (PIR). Consultant will prepare a PIR. This report will
 detail results of the locality search, the geological investigation, and the pedestrian field survey.
 The PIR will assess whether there are known or reasonably anticipated paleontological resources
 within the project area. If so, based on the description of proposed work and excavation
 parameters, the report will determine whether or not project excavation will impact those
 resources.
- Paleontological Evaluation Report (PER). Consultant will prepare a PER. This report is usually combined with the PIR and is prepared when the PIR determines that there is potential for paleontological resources to be encountered during excavation for the project. The PER will determine: (1) the Department's legal responsibilities; (2) the necessity for involving other agencies and stakeholders; (3) whether the resource can be avoided (regardless of its potential significance); and (4) the significance of the resource. If significant resources are identified, the PER will make recommendations on how to mitigate any impacts such as avoidance or preparation of additional studies such as a PMP.

Society of Vertebrate Paleontology. 1995. Assessment and Mitigation of Adverse Impacts to Nonrenewable Paleontologic Resources: Standard Guidelines. Society of Vertebrate Paleontology News Bulletin, No. 163, January 1995: 22–27.

Task 3.7: Natural Environment Study (NES) (WBS 2.165.15.20)

The biological resources studies for the proposed project will be conducted in accordance with Caltrans guidance to satisfy the requirements of CEQA and NEPA. The biological resource studies will also consider the requirements regarding covered species and covered activities identified in the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) which is relevant to the Riverside County portion of the proposed project.

The MSHCP serves as a comprehensive, multijurisdictional Habitat Conservation Plan pursuant to Section 10(a)(1)(B) of the Federal Endangered Species Act (FESA) of 1973 and the Natural Communities Conservation Plan (NCCP), focusing on the conservation of species and their associated habitats in western Riverside County. The MSHCP is utilized to allow participating jurisdictions to authorize the "take" of both the plant and wildlife species identified within the MSHCP area. Regulation of the "take" of threatened, endangered, and rare species is authorized by the wildlife agencies (United States Fish and Wildlife Service [USFWS] and California Department of Fish and Game [CDFG]), which allow "take authorization" for otherwise lawful actions (e.g., public and private development) in exchange for the assembly and management of a coordinated MSHCP Conservation Area. Caltrans is obligated to specific conditions, as described in Section 13.8 of the MSHCP Implementation Agreement, including providing an analysis of riparian/riverine and special-status species (including Criteria Area and Narrow Endemic Plant species in the context of the MSHCP).

Under the requirements of the MSHCP, certain studies or analyses and reports may be required to ensure that the project has achieved consistency with all MSHCP requirements. MSHCP requirements vary depending on the project location, the specific MSHCP conservation needs identified for that location, and the biological resources present on or adjacent to the project site. For this project, studies and findings will include focused species surveys, a jurisdictional delineation, MSHCP Equivalency Finding, MSHCP Determination of Biologically Equivalent or Superior Preservation (DBESP), and functions and values analyses for any riverine/riparian areas or vernal pools.

Caltrans is a participating jurisdiction, or a "Permittee" of the MSHCP, and receives "take" authorization, as long as the project is in compliance with the MSHCP. However, if a nonparticipating entity requires a take permit from the USFWS in Riverside County, a Section 7 Consultation would be required for those impacts. However, the USFWS has agreed that this Section 7 Consultation would be an expedited consultation process and would not require any additional mitigation beyond that required under the MSHCP.

In San Bernardino, there is no such Habitat Conservation Plan to serve as a "take" permit. Therefore, Section 7 consultation with the USFWS is required for any impacts to listed species within San Bernardino County.

Consultant will conduct a literature review to assist in determining the existence or potential occurrence of sensitive plant and animal species on site or in the vicinity. Federal and State lists of sensitive species and current database records, including the California Natural Diversity Data Base (CNDDB) (CDFG, 2009) and the California Native Plant Society's Electronic Inventory of Rare and Endangered Vascular Plants of California (Skinner, et al., 2009) will be examined. In accordance with Caltrans guidelines, Consultant will submit a letter to the USFWS requesting a list of threatened

and endangered species known from the project vicinity. The results of the records search will be summarized in a table and included in the NES. The Biological Study Area (BSA) will be determined through coordination with the Caltrans biologist.

To verify the CNDDB search for listed and special status species, the field work will be conducted by qualified biologists in order to document the presence/absence of sensitive biological resources (e.g., plant and animal species and habitats) or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The location of any sensitive biological resources present on site, including plants and plant communities, will be mapped. For optimal results, Consultant recommends conducting the fieldwork in the springtime (i.e., April or May), if possible. This will maximize the ability to effectively detect and positively identify sensitive species, particularly plants. In addition, a discussion of any areas that may be considered wetlands or jurisdictional waters will be addressed in the NES (see Task below).

Consultant will prepare an NES that will include a description of the field methods used and the results of the biological assessment of the project area. The report will include a list of plant and animal species present within the project area and a general description of the plant communities occurring. If any sensitive resources are found on site, Consultant will prepare and include in the NES a graphic displaying the location of the sensitive plant communities on site and any sensitive biological resources observed. Tables describing sensitive species and their habitats that are present or potentially present will also be provided in the report. The report will also identify and assess project impacts on the existing biological resources, including any sensitive species. Conceptual mitigation measures will also be included as necessary. Specific restoration plans are not included in this scope. Regulatory permitting is not included in this scope of work, but can be added at the request of SANBAG.

The proposed scope of services includes preparation of a draft NES to be reviewed by SANBAG and Caltrans. Consultant will prepare and distribute up to five copies of the NES for each of the two review cycles before the final is submitted. Consultant will respond to comments and update the NES as needed for completion of each cycle.

Vegetation Mapping and Field Surveys. Field surveys will be conducted in accordance with the requirements of the applicable survey protocols of the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Game (CDFG). A site survey concentrating on the State's right-of-way will be conducted by qualified biologists to map vegetation communities within the State right-of-way. Vegetation will be mapped within the right-of-way boundaries to adequately address any potential biological resources in the study area to satisfy CEQA and NEPA requirements.

Sensitive Plant Species. A Habitat Suitability Assessment (HSA) will be conducted using the results of the vegetation mapping, botanical survey, and aerial photographs to identify those parts of the study area for which focused surveys for special interest and special status plants will be required. In San Bernardino County, the HSA will consider all special interest and special status species identified in the records search of the CNDDB and the CNPS data base. In Riverside County, pursuant to the MSHCP, no HSA is required since the project is outside the Criteria Area Species Survey Area (CASSA) and Narrow Endemic Plant Species Survey Area (NEPSSA):

If suitable habitat for sensitive plant species is identified during the HSA, the Consultant will conduct focused sensitive plant surveys to identify the presence or to determine the potential for occurrence of the sensitive plant species identified in the literature search. Two focused plant surveys will be conducted in Spring/Summer 2009 (one in April/May, with a second in June). A survey at this time is expected to be appropriate to observe most of the potentially sensitive plant species potentially present in the Santa Ana River (e.g., Santa Ana River woolly star and slender-horned spineflower). The list of expected sensitive plants is based on a literature search of the CNDDB and the CNPS data base of the reported sensitive plants in the area.

The results of the focused plant survey will be documented in a letter report, including a species list, species table, and graphic (if applicable). If any of the sensitive plant species listed in the CNDDB is discovered on site, the number of individuals will be quantified, if possible. Focused surveys for these plant species will be conducted according to the standard focused plant survey methodology unless otherwise directed.

These surveys will be conducted by biologists who are familiar with the habitat requirements and techniques for field identification of the subject species.

Focused Small Mammal Surveys. Consultant will conduct an HSA of the study area in San Bernardino County, according to small mammal survey protocol. Trapping for small mammals is not required within the study area in Riverside County under the MSHCP. If suitable habitat for SBKR is identified during a habitat suitability assessment for this species, focused surveys will be required for the project, and are included in this scope and budget.

Small mammal trapping for SBKR will likely be required within designated critical habitat for this species in the Santa Ana River in San Bernardino County. It is anticipated that a single complete surveys (five consecutive nights of trapping) will be sufficient to determine the presence or absence of these species in the small mammal biological study area (BSA). Focused surveys will be conducted according to the United States Fish and Wildlife Services (USFWS) and CDFG survey protocols. Surveys for SBKR are contingent on weather and nighttime temperatures. Inclement weather or nighttime temperatures below 50 degrees Fahrenheit may delay trapping efforts. Walkover and trapping surveys will be conducted by biologists qualified under USFWS and CDFG permits for working with the SBKR.

Focused Burrowing Owl Surveys. The Riverside County part of the project is within the burrowing owl survey area of the MSHCP. The burrowing owl is a California Species of Concern and a covered species under the MSHCP. The MSHCP requires surveys for burrowing owl in areas with suitable habitat during the early planning stages of projects to identify occupied areas that may be desirable for acquisition for the MSHCP Conservation Area. Suitable habitat for the burrowing owl consists of grasslands, croplands, playas, and vernal pools. It is anticipated that burrowing owl surveys will also be appropriate in areas of suitable habitat in San Bernardino County to satisfy CEQA requirements for special-interest species. Therefore, the technical approach described below for burrowing owl surveys applies to the entire project study area in Riverside and San Bernardino Counties.

Consultant will conduct an HSA of the burrowing owl BSA according to the California Burrowing Owl Consortium Survey Protocol and Guidelines (survey protocol), which is endorsed by both CDFG and USFWS. Surveys will be conducted at transect intervals sufficient to provide 100 percent coverage of all potential habitat. Areas of suitable habitat will be surveyed for the presence of burrows that could be used by the burrowing owl. Potential burrows will be mapped and surveyed during four separate visits, on four separate days, to determine whether the burrowing owl is present on site. Preconstruction surveys for burrowing owl are not included in this scope of work.

Focused Survey for Riparian Birds. Critical habitat is designated for the southwestern willow flycatcher (Empidonax traillii extimus) (SWF) along the Santa Ana River, in San Bernardino County. Additionally, the Santa Ana River may also provide potential suitable habitat for the least Bell's vireo (Vireo bellii pusillus) (LBV). Because these species are federally or State listed as endangered, HSAs will also be required to determine the potential presence of these species in that area. An HSA for riparian birds will be conducted within the entire project study area. Wetland areas identified in the delineation report will also be used to determine potential areas of suitable habitat for riparian bird species. Preliminary review of the existing vegetation map and biological resources assessment for the project area do not show any areas mapped as riparian forest habitat; therefore, focused surveys for the SWF and cuckoo are likely not required, which are anticipated to be confirmed by the results of the HSA. Riparian scrub has been previously identified on the existing vegetation map in the project study area. While the probability of nesting LBV in this area is low, focused surveys for LBV will be required to be in compliance with the MSHCP and in order to determine presence/absence for Section 7 consultation with the USFWS.

Focused surveys for LBV and other species, if required, will be conducted according to the latest USFWS protocol. The survey results will be valid for a period of at least one year. Focused surveys will be conducted eight times, with a minimum of 10-day intervals, during the period from May 20 to July 31. Focused surveys for riparian bird species in more than two acres of the study area are not included in this scope.

HSA for Bats. Consultant will conduct a bat assessment at the bridge structure over the Santa Ana River in order to address potential project effects on bats, as well as to identify any appropriate mitigation measures. A qualified Consultant biologist will conduct a daytime inspection of the bridge structure for evidence of use by bats. Evidence of bats includes the presence of guano, urine staining, bat vocalizations, and the presence of bats themselves. Efforts will also be made to identify the types of bats utilizing the project site. The results of the bat assessment, including potential project impacts and mitigation measures, will be included in the NES. Although a bat assessment is not required under the MSHCP, it is recommended in both counties in order to satisfy CEQA requirements for special-interest species.

HSA for Fairy Shrimp. Due to project activities occurring solely within the existing right-of-way, it is not anticipated that any vernal pools are present and that no focused surveys for Riversidean and vernal pool fairy shrimp will be required. However, in order to be in compliance with the MSHCP, an HSA of the project study area will be performed using the results of the vegetation mapping, botanical surveys, and aerial photographs to identify areas for which focused surveys for Riversidean

A0304502 Attachment A

and vernal pool fairy shrimp may be required. If the HSA determines the need for focused surveys, a separate scope and fee for the focused fairy shrimp surveys will be provided.

Endangered Species Act Biological Assessment and Section 7 Consultation. In the event that a threatened and endangered species (i.e., San Bernardino kangaroo rat [SBKR]) or primary constituent elements of critical habitat are present in the BSA, Consultant will be available to provide assistance with the Endangered Species Act Section 7 Consultation process, including preparation of the Biological Assessment, attendance at meetings, coordination with the project team, responding to information requests from the USFWS, and researching mitigation options. Note that in Riverside County, the USFWS has agreed to provide an expedited Section 7 consultation for any agency that is not a Permittee under the MSHCP. The USFWS will not require any additional mitigation for impacts within the MSHCP Plan area beyond that required under the MSHCP. Until the field work and NES have been completed, the cost for Section 7 Consultation services cannot be accurately estimated. Due to the low quality of the habitat and impacts solely occurring in the existing right-of-way, it is not anticipated that Section 7 Consultation will be necessary and is therefore not included in this scope of work.

Jurisdictional Waters Delineation Report. A wetland delineation will be conducted by Consultant along all potential jurisdictional drainages, the Santa Ana River, as required by the Corps and CDFG. The literature review data will be used to identify those segments of the I-215 alignment that may cross areas which qualify as jurisdictional waters. A qualified biologist will complete the focused wetland delineation according to identify jurisdictional wetlands, using a three parameter delineation conducted according to the 1987 Corps Wetland Delineation Manual. The jurisdictional limit of non-wetland WoUS will be identified following the procedures set forth in 33 Code of Federal Regulations (CFR) 328.3(e). The wetlands delineation and jurisdictional determination will be conducted for all the proposed alternatives. It is anticipated that a Routine Delineation (as defined by the Corps), tailored to the site characteristics, will be adequate. Further, the extent of any streambed and associated riparian areas subject to review by the CDFG under Section 1602 of the Fish and Game Code will be determined. The results of the draft jurisdictional delineation/determination will require verification and approval by the Corps and CDFG. One field meeting with both agencies has been budgeted. The recommended time for conducting the jurisdictional delineation is between January and March.

A technical report will be prepared presenting the results of the jurisdictional delineation. The report will be suitable for submittal to the involved agencies for purposes of future permit application and for inclusion as a technical appendix in the environmental document. Accordingly, the report will identify and quantify jurisdictional areas and features by alternative, including a breakdown of wetlands and non-wetland WoUS, as well as an estimate of permanent and temporary impacts resulting from the discharge of fill material into jurisdictional WoUS.

The jurisdictional delineation report will include:

Description of study methodologies

A0304502 Attachment A

 Background information on the Corps, CDFG, and RWQCB pertaining to regulating impacts to drainages

- Descriptions of vegetation, soils, and hydrology present within and/or immediately adjacent to the anticipated disturbance limits of the project alternatives
- Maps depicting the field survey results (including locations of wetlands, non-wetland WoUS, and CDFG jurisdictional streambeds)
- Table summarizing acreage of potential jurisdictional areas
- Field data sheets at sample plot locations
- List of preparers
- List of references
- · Appendices and attachments as appropriate

Task 3.8: Section 4(F) Resources Evaluation (2.165.25.10)

A Section 4(f) Resources Evaluation will be prepared to evaluate impacts to Section 4(f) resources adjacent to I-215 within the project limits. The report will be based on the guidance contained in the FHWA Section 4(f) Policy Paper dated March 1, 2005, the FHWA Technical Advisory 6640.8A, Guidance for Preparing and Processing Environmental and Section 4(f) Documents (October 30, 1987), the FHWA Guidance for Determining De Minimis Impacts to Section 4(f) Resources Memorandum dated December 13, 2005, the Section 4(f) Checklist (revised July 1998), the Caltrans Project Development Procedures Manual, the FHWA Section 4(f) Evaluation and Approval for Transportation Projects That Have a Net Benefit to a Section 4(f) Property guidance, and the Caltrans Standard Environmental Reference, Volume 1, Chapters 20 and 37. The Section 4(f) analysis will be included as an appendix in the environmental document. Consultant will be responsible for preparing the Section 4(f) Evaluation and providing paper and electronic copies for review by the Project Team, Caltrans and FHWA.

Task 3.9: Cultural Resources (WBS 2.165.20)

APE Map. Consultant will prepare an Area of Potential Effects (APE) Map for historical resources. The limits of direct and indirect impacts to historical resources will be developed in consultation with the project engineers and Caltrans District 8 staff and will be based on engineering plans showing the proposed improvements and limits of construction. Given that the project would occur within existing Caltrans right-of-way, it is assumed that the APE boundary will follow the right-of-way line and that there would be no indirect effect on adjacent properties. Electronic and paper copies of the APE map will be submitted for review and approval by SANBAG and Caltrans District 8 staff.

HPSR/ASR. Consultant will prepare the Historic Property Survey Report (HPSR) and Bridge Evaluation. Given that the project would occur within the current Caltrans right-of-way, it is assumed that no Historic Resources Evaluation Report (HRER) would be prepared, but an Archaeological Survey Report (ASR) would be needed based on previous requests from Caltrans District 8. Consultant will be responsible for conducting the necessary records searches, field surveys, and preparing correspondence and follow-up consultation with the Native American Heritage Commission and the appropriate Native American representatives in consultation with Caltrans District 8 staff and for preparing the ASR. Consultant will be responsible for preparing and sending

correspondence to interested government agencies responsible for historical resources, historical societies, and preservation organizations, etc., and reporting any responses in the HPSR. The draft HPSR and draft ASR will follow the format set forth in Exhibits 2.8 and 5.1, respectively, of the Caltrans Environmental Handbook, Volume 2. Electronic and paper copies of the draft HPSR and ASR will be provided to SANBAG and Caltrans District 8 staff for review and comment.

Consultant will revise the draft HPSR and draft ASR in response to comments from SANBAG, Caltrans, and/or the State Historic Preservation Officer (SHPO). Two rounds of review comments by agency staff are assumed. Upon completion of the review and revision cycles, Consultant will provide final versions (paper and electronic copies) of the HPSR and ASR.

Consultant will be available to attend up to two team meetings and two public/Caltrans meetings during the environmental documentation process.

TASK 4: PUBLIC OUTREACH (WBS 2.165.05.10, 2.175.05)

Community Database. Consultant will update and maintain the I-215 Gap Closure Project master community database in Microsoft Access and provide reports to SANBAG electronically and/or in hard copy, as needed for reporting purposes and mailings. Research for the master database will be generated from:

- Existing parcel database of adjacent property owners and tenants (radius to be determined in consultation with the technical team and local jurisdictions)
- Project team contacts (SANBAG, Riverside County Transportation Commission [RCTC], Caltrans, cities, and consultant team)
- Local jurisdiction contacts (staff and council members)
- County, state, and federal elected officials (key staff and members)
- Community institutions (schools, community centers, religious institutions)
- Businesses and chambers of commerce
- Environmental organizations
- Public resource agencies

Website Postings & Responses. Consultant will work with SANBAG to update the project website with current information about the Gap Closure Project and the Barton Road and Washington Road interchange projects. Consultant also will work to establish links from the RCTC and Caltrans websites to the SANBAG project website. The site will include a project overview and information about the schedule, funding, public meetings, and opportunities to provide general comments via email. Consultant will draft responses to email inquiries and submit for approval by the project team.

Project Fact Sheet. Consultant will work with the project team to develop a fact sheet to support the PA/ED phase of the gap closure and interchanges. The fact sheet will explain the project history, current status, schedule, funding, and opportunities to comment via public information meetings,

website, or helpline. The fact sheet will be posted to the project website, distributed at public meetings, and used as "leave-behinds" at briefings. English and Spanish versions will be prepared.

Project Helpline. Consultant will update the script and record new messages for the existing toll-free project helpline and accompanying mailboxes. Consultant will monitor the helpline for activity, develop a standard response for commonly asked questions, confer with project staff for other inquiries, and maintain a log of questions and responses. The helpline log will be submitted to the project team at regular intervals.

Legislative Briefing. Consultant will coordinate a briefing to San Bernardino County and Riverside County legislative officials to provide an update of the PA/ED process and an overview of the project. The briefing will be scheduled through SANBAG's legislative director at a date that is appropriate for the project. Consultant will provide assistance with the PowerPoint presentation and prepare information packets for meeting attendees.

Public Information Meetings. Consultant will take the lead in coordinating up to four Public Information Meetings or Public Hearings within the study area to communicate the status of the I-215 Gap Closure and interchange projects. The timing and location for each of the meetings or hearings will be determined in consultation with the PDT and local jurisdictions.

Public information meetings will follow an open house format with stations, maps, and other exhibits. The meetings will provide opportunities to speak one-on-one with staff members and to submit written comments. Consultant will work with the technical team to determine the topic for each information station and to plan for the material needed for each meeting, including meeting notices, meeting advertisements, sign-in sheets, comment cards, fact sheets, aerial maps, press releases, press kits, talking points for key staff, exterior signage, station signage, refreshments, meeting photography, and other items to be determined. An oral interpreter (Spanish) will also be provided at each public meeting.

Following each public information meeting, all written comments will be scanned and recorded for the record, and a meeting summary report-including the written comments-will be provided to the technical team for consideration in the planning process. Consultant will assist with the preparation of appropriate responses to written comments, as needed.

If needed, public hearings will be scheduled in lieu of public information meetings. The formal public hearing format will be developed in consultation with the project team. This format will require a public hearing officer and court reporter.

Contact information from public meeting participants will be added to the community database.

Team Coordination. Consultant will participate in ongoing PDT meetings and other project team meetings and ensure proper coordination of all outreach task activities with the technical team and SANBAG.

TASK 5: DRAFT ENVIRONMENTAL DOCUMENT ANALYSIS (WBS 2.165.25.05)

The results of the technical studies will be presented in a Draft IS/MND. Consultant will prepare an administrative Draft IS/MND incorporating the findings of the technical studies for submittal to SANBAG and Caltrans for review (10 copies).

Consultant will revise the Draft IS/MND based on comments received from SANBAG and Caltrans and will submit the revised Draft IS/MND to SANBAG and Caltrans for review (10 copies).

Consultant will revise the Draft IS/MND per comments received and will prepare one copy of the IS/MND for Caltrans signature for approval to circulate the document for public review.

TASK 6: ENVIRONMENTAL QUALITY CONTROL AND OTHER REVIEWS (WBS 2.165.25.20)

All documents will be reviewed by a Senior Technical Review Project Manager and Principal in Charge for technical analysis and compliance with Caltrans standards. All documents will also be reviewed by a technical editor for spelling, punctuation, and other grammatical requirements.

TASK 7: DRAFT ENVIRONMENTAL DOCUMENT CIRCULATION (WBS 2.175.05)

Consultant will prepare a draft public distribution list per input from SANBAG and Caltrans. The IS/MND will be circulated for public review and submitted to the Office of Planning and Research (OPR) (up to 50 copies) per the distribution list, once the list has been approved by Caltrans.

TASK 8: PUBLIC COMMENT RESPONSES AND CORRESPONDENCE (WBS 2.175.15)

Consultant will prepare a Draft Response to Comments for incorporation into the Final IS/MND Consultant will prepare responses for its areas of responsibility, and will coordinate with the engineer, SANBAG, and Caltrans to prepare responses for their respective areas of responsibility.

TASK 9: PROJECT REPORT (PR) (WBS 2.180.05)

Consultant will prepare the Environmental Section for incorporation into the Draft and Final PR, consistent with Caltrans standards.

A0304502 Attachment A

TASK 10: DRAFT FINAL ENVIRONMENTAL DOCUMENT REVIEW (WBS 2.180.10.05.05)

Consultant will prepare a Draft Final IS/MND, including any revisions based on responses to comments received during the public review period, for submittal to SANBAG and Caltrans for review (10 copies).

Consultant will prepare CE documentation for submittal to SANBAG and Caltrans for review.

TASK 11: REVISED DRAFT FINAL ENVIRONMENTAL DOCUMENT (WBS 2.180.10.05.10)

A Draft Final IS/MND will be prepared for submittal to Caltrans for review and approval. As part of the process for the Final IS/MND, Consultant will prepare draft response letters to agencies that submitted comments on the Draft Final IS/MND and prepare and file a Notice of Determination (NOD). Consultant will provide up to 15 copies of the approved Final IS/MND.

Consultant will revise the CE documentation based on SANBAG and Caltrans comments and will submit it to Caltrans for approval.

TASK 12: ENVIRONMENTAL COMMITMENTS RECORD (ECR) (WBS 2.180.15.20)

Consultant will prepare a draft and a final ECR in accordance with Caltrans requirements for use in ensuring implementation of the environmental commitments for the project. The ECR will be used in the design and construction of the I-215 HOV Gap Closure project for the selected alternative. The ECR will incorporate the avoidance, minimization, and mitigation measures from the environmental document. For each measure, the ECR will include a list of the following items: a description of the measure, the timing of implementation, the performance objectives, the requirements for verification of compliance, and the party responsible for verifying compliance. The draft ECR will be submitted to the engineer, the City, and Caltrans for review and comment, and the final ECR will be provided to Caltrans along with the Final IS/MND for approval.

OPTIONAL TASK

If Caltrans determines that an IS/EA is required for the project, Consultant will prepare this document consistent with the Caltrans SER. This document would be prepared in accordance with the steps outlined in Tasks 5–8, 10, and 11 listed above.

LSA Associates, Inc.

LSA

ATTN: Lisa Williams LSA Associates, Inc. 20 Executive Park, Sulte 200

Irvine, CA 92614

Contract No.: C03045-01 Task Order No.: 9

Task Order Period of Performance: 1/1/09 to 12/31/10

Task Order Amt.: \$733,221

Consultant Costs: Direct Labor Costs:

Employee Name	Classification	Regular / OT	EA	WBS	Billing Rate	Hours	Labor Cost
Mike Amling	Principal-QA/QC	Regular		varies	\$ t90.00	322	\$61,180.00
Tony Chung	Principal	Regular		varies	\$ 190.00	169	\$32,110.00
Lisa Williams	Project Manager	Regular		varies	\$ 145.00	834	\$120,930.00
Nicole West	Senior Env. Specialist	Regular		varies	\$ 120.00	425	\$51,000.00
Keith Lay	Associate	Regular		varies	\$ 135.00	101	\$13,635.00
Wendy Walters	Senior Biologist	Regular		varies	\$ 100.00	535	\$53,500.00
Teak Kim	Senior Noise Specialist	Regular		varies	\$ 110.00	369	\$40,590.00
Agnieska Napiatek	Environmental Planner/Specialist	Regular		varies	\$ 85.00	746	\$63,410.00
Staff	Word Processing/Editor	Regular		varies	\$ 75.00	316	\$23,700.00
Staff	GIS/Graphics	Regular		varies	\$ 120.00	249	\$29,880.00
Staff	Office Assistant	Regular		varies	\$ 55.00	113	\$6,215.00
				 			
Optional Task (IS/EA)		1					\$20,000.00
<u> </u>			Total Su	b Consultant Dir	ect Labor Cost :	4,179	\$516,150.00

Other Direct Costs:

Name / in House / Vendor	Description	EA EA	WBS	Unit Price	No. of Units	ODC
Mileage / Misc. Costs	Travel on behalf of CT to sites.		Varies	varies	varies	\$10,000.00
Records Seaarches	Paleontology, Biological		Varies	varies		\$2,000.00
In House	Printing / Reproduction		Varies	\$0.10	500000	\$15,000.00
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		-	Total C	onsultant Othe	er Direct Cost:	\$55,000.00

				Total Consu	Itant Cost:	\$571,150.00
Sub-Consultant Costs:						
(Attach Detail Sub-Consultant Cost Propo	sal in the same format as	the Prime)				
Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Description	WB\$	EA	Hours	Labor + ODC
Jones and Stokes	no	Cultural Resources	Varies			\$53,888
Kleinfelder	no	Hazardous Waste ISA	Varies			\$25,081
Areliano Associates, Inc	yes	Public Outreach	Varies			\$83,102
	 	Т	otal Sub Cons	ultant Costs:	0	\$162,071
				· ·	Total Hours	Total Amount
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		Grand I	otal (Prime	+ Subs):		\$733,221

Approval Signatures:	
	APPROVED:
Jung Delle 3/6/09 Project Manager	Gilbert Betancouri, PE Date Project Manager

LSA Associates, Inc. Amendment Request No. 2: Task Order 9, I-215 HOV Gap Closure Environmental Services

	LSA Associates, Inc.							F	H	L	-			
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LSA Associates, Inc. Amendment Request No. 2: Task Order 9, I-215 HOV Gap Closure Environmental Services

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LSA Associates, Inc. Amendment Request No. 2: Task Order 9, I-215 HOV Gap Closure Environmental Services

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Senior Biologist	\$100.00					1		T					1	†	\dagger	8				T	1				SE SECTION AND A	7
Associate	\$135.00						1	T	T	r				1	\dagger	8						П	П		A SUBSECTION OF THE PERSON OF	71
Senior Env. Specialist	\$120,00	3 12				1		T					1	1	\dagger	20	G .		8	8	7.5		24	8	THE PERSON	1 d
Project Manager	\$145.00	. k		80	٥	×	24	, ®					1	†	1	24			8	8	4.7		24	12	9 7000	
Principal	\$190.00	ř.					T	T					1	1	T	12						П	8	4		
DD/AD-laqionh9	\$190.00					4	24	12						1	*	20			4	4	A Sept. Let		8		3 170-25	9.4
Çlassification		GIRCULATE DRAFT ENVIRONMENTAL DOGUMENT AND SELECT PREFERRED PROJECT ALTERNATIVE (DENTIREATION	DED CHROULATION	MASTER DISTRIBUTION AND INVITATION LISTS	NOTICES REGARDING PUBLIC HEARING &	DED PLIBLICATION AND CIRCLI ATION		NEED FOR PUBLIC HEARING PROCESS	PUBLIC HEARING LOGISTIC	DISPLAYS FOR PUBLIC HEARING	SECOND NOTICES OF PUBLIC HEARING AND AVAILABILITY OF DED	MAP DISPLAYS AND PUBLIC HEARING	PLAN	PUBLIC HEARING	PUBLIC COMMENT RESPONSES AND	CORRESPONDENCE	PREPARE AND APPROVE PROJECT REPORT AND FRIAL ENVIRONMENTAL DOCUMENT	PROJECTERPORT	UPDATED DRAFT PROJECT REPORT	APPROVED PROJECT REPORT	(18)	APPROVED FED	REVISED DRAFT FED	CEQA CERTIFICATION		DOCUMENT DAVID TO A
		2.175	2,175,05	2.175.05.05	0 175 05 10	2.175.05.15	2.175.10	2,175,10.05	2.175.10.10	2.175.10.15	2.175.10.20		2.175.10.25	2.175.10.35	2.173.10.40	2.175.15	2.180	18	2.180.05.05	2,180,05,10	2.480,10	2.180.10.05	2.180.10.05.10	2.180.10.05.30	50	2,180,15

P:\SBA330\l-215 Widening\HOV Gap elosure\Scope-Budget\LSA Task Cost Proposal.xls

P:\SBA330\\-215 Widening\HOV Gap Closure\Scope-Budget\LSA Task Cost Proposal.xls

LSA Associates, Inc. Amendment Request No. 2: Task Order 9, I-215 HOV Gap Closure Environmental Services

LSA Labor Cost		\$3,690	\$9.950	\$393,225	Troffic.	\$496 150	\$20,000		\$643,206	\$663,206
Hours		32	78	3381		4179			Costs:	. TASK:
Subconsultant Fees **	3			\$121,975	· · · · · · · · · · · · · · · · · · ·	\$147.056			Total LSA Labor & Subconsultant Costs:	WITH OPTIONAL TASK:
JusteleaA soffice	\$55.00	2	2	96	700	113			· & Sul	3
GIS/Graphics	\$120.00		ľ	204	1000	249			Labor	
Word Processing/Editor	\$75.00	80	16	260	Sept.	316			ILSA	
Environmental Planner/Specialis	\$85.00			589	2	746			Tota	
Senior Noise Specialist	\$110.00			356	10.00	369				
Senior Biologist	\$100.00			514		535				
Associate	\$135.00			96		101				
Senior Env. Specialist	\$12	12	24	408		425				
Project Manager	\$145.00	8	24	498	18 DOM:	834				
Principal	\$190.00	7	12	164	11.3/12	169				
DD\AD-lsqionin¶	\$190.00			202	. S. C.	322				
Classification		NOD (CEQA)	ECR	Subtotal PA&ED		TOTAL (PID & PA/ED)	(IS/EA)	** Subconsultants to prepare Hazardous Waste ISA, Cultural Studies, and Public Outreach	(see attached subconsultant cost spreadsheet)	
		2.180.15.10	2.180.15.20		FOR SELECTION OF STATE					

SANBAG Contract No. <u>03046-02</u>

by and between

San Bernardino Associated Governments

and

Lim and Nascimento Engineering Corporation

for

Engineering Services, I-215 Bi County Projects

		CCOUNTING	Comments of the		
□ Payable	Vendor Contra	act#		Retention:	☐ Original /
Receivable	SNBG0301/SI	NBG0702	ļ	☐ Yes % ⊠ No	⊠ Amendment
	Vendor ID LAI	NEC			
Notes:					
Original Contract:	\$ 2,000,000	Previous Ar	nendmer	nts Total:	\$ <u>5,073,188.52</u>
Original Contract.	Ψ <u>2,000,000</u>	Previous Ar	mendmer	nts Contingency Total	al: \$ <u>348,932.63</u>
	• •	Current Am	endment	:	\$ <u>(1,613,193.54)</u>
Contingency Amount:	\$ <u>0</u>	Current Am	endment	Contingency:	\$ <u>0</u>
Contingency Amount requires	specific authorization	ା on by Task Manag	er prior to r	elease.	
			Contr	act TOTAL → \$5	5,808,927.61
		↓ Pleas	se include fo	nding allocation for the ori	ginal contract or the amendment.
<u>Task</u>	Cost Code F	unding Source			Amounts
830	5554 N	fleasure I VMP	<u> 3</u>	300	(2,976,608.85)
830	<u>5554</u> F	RCTC	<u>0</u>	<u>346</u>	(992,202.95)
<u>839</u>	<u>5554</u> <u>N</u>	Measure I VMP	<u>13</u>	<u>300</u> \$	1,689,482.91
839	<u>5554</u> <u>F</u>	RCTC	<u>0</u>	<u>9145</u> \$	<u>458,073.87</u>
<u>840</u>	<u>5554</u> <u>M</u>	<u>fleasure I VMP</u>	<u>13</u>	<u>300</u> \$	3 <u>9,656.44</u>
<u>840</u>	<u>5554</u> R	<u>RCTC</u>	<u>0</u>	<u>346</u> \$	<u>13,218.82</u>
<u>845</u>	<u>5554</u> <u>N</u>	leasure I VMP	<u>13</u>	<u>300</u> \$	<u>116,389.66</u>
<u>845</u>	<u>5554</u> R	RCTC	0	<u>346</u> \$	38,796.56
Original Board Approved	Contract Date:	<u>5/7/03</u>	Contract	Start: <u>5/7/03</u>	Contract End: <u>12/31/12</u>
New Amend. Approval (E	Board) Date:	<u>5/6/09</u>	Amend.	Start: <u>5/6/09</u> A	Amend. End: <u>12/31/12</u>
If this is a multi-year co authority and future fis				udget authority an	nong approved budget
_	scal Year: <u>08/09</u>		-	iscal Year(s) –	
Authority →	\$ <u>835,</u> (- 1,		eted Obligation →	\$ <u>4,624,994.98</u>
Is this consistent with the			□No		
If yes, which Task in				<u>, 845</u>	
If no, has the budget	amendment be	en submitted?	☐Yes [No	
CONTRACT MANAGE	EMENT				
Please mark an "X" nex	t to all that ap	ply:			
☐ Intergovernmental	☐ Private	☐ Non-Local	ı ⊠ı	Local 🔲 Partly I	Local
Disadvantaged Business	Enterprise: ⊠I	No □Yes	%		
Task Manager: Garry Co	hoe /		Contract	Manager: Gilbert B	Betancourt
Jany (1 le	4/2/09	Hu	but Beter	neval 4/2/09
Task Manager Signature		Date 1	Contrac	t Manager Signatur	e Date
ANA ME	5 4	13 /di			
Chief Financial Officer Si	gnature	Date			

Filename: A0304602.doc

AMENDMENT NO. 2

CONTRACT NO. A03046-02

AGREEMENT BETWEEN

SAN BERNARDINO ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY

AND

LIM AND NASCIMENTO ENGINEERING CORPORATION

This AMENDMENT No. 2 to SANBAG Contract No. A03046 entered into as of this 6th day of May, 2009, by the firm of Lim and Nascimento Engineering Corporation (hereafter called CONSULTANT) and the San Bernardino Associated Governments/San Bernardino County Transportation Authority (hereafter called SANBAG):

WITNESSETH

WHEREAS, SANBAG, under SANBAG Contract A03046, has engaged the services of CONSULTANT to provide Engineering Services for the I-215 Bi County Projects between the 60/91/215 Interchange and the Orange Show Road Interchange; and,

WHEREAS, the parties desire to amend the aforesaid contract to revise the scope of work, and decrease the not-to-exceed amount; and,

NOW THEREFORE, the parties hereto do mutually agree to amend Contract No. A03046 as follows:

- 1. The contract scope of services is hereby amended to include the items described in the Attachment of this Amendment.
- 2. The not-to-exceed cost of Contract No. A03046 shall be decreased by \$1,613,193.54. The costs shall include all work performed by subconsultants, and all overhead costs and fees for CONSULTANT and subconsultants, as detailed in the Attachment. The not-to-exceed total contract amount is hereby amended and is \$5,459,994.98.
- 3. Article 21 Insurance Paragraph 21.5 Proof of Coverage of the contract shall be amended to include Riverside County Transportation Commission as additional insured.
- 4. Article 21 Insurance Paragraph 21.6 Additional Insured shall be added to the contract to read as follows:

Additional Insured: All policies, except for Worker's Compensation and Professional Liability policies, shall contain endorsements naming AUTHORITY and its officers, employees, agents, volunteers and the Riverside County Transportation Commission and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage to vicarious liability but shall allow coverage to the full extent provided by the policy.

5. Article 22 Indemnity of the contract shall be amended to read as follows:

CONSULTANT agrees to indemnify, hold harmless, and defend, with counsel approved by SANBAG, SANBAG, and their officers, employees (past and present), agents, and representatives including Fluor Daniel, Inc., and Riverside County Transportation Commission and its officers, employees, agents and volunteers, from and against:

- 22.1 Any claim, cause of action, liability, loss, cost or expense arising from infringement or improper appropriation or use by SANBAG of trade secrets, proprietary information, know-how, copyright rights or inventions, arising out of the use of methods, processes, designs, information, or other items furnished or communicated to SANBAG by CONSULTANT in connection with performance of Services; and
- 22.2 Any claim, cause of action, liability, loss, cost or expense, on account of injury to or death of persons or damage to or loss of property which arises out of or is alleged to arise out of the negligence or wrongful acts of CONSULTANT or its subcontractors, employees, or agents, in the performance of Services, and includes any and all expenses, including attorney's fees, incurred by SANBAG for legal action to enforce CONSULTANTS's indemnification obligations hereunder.
- 6. Except as amended by this amendment, all other provisions of Contract No. A03046 remain in full force and effect.

SAN BERNARDINO

IN WITNESS THEREOF, the authorized parties have below signed:

LIM AND NASCIMENTO ENGINEERING CORP.	ASSOCIATED GOVERNMENTS/ SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
By:	By: Gary C. Ovitt, President SANBAG Board of Directors
Date:	Date:
	Attest: Vicki Watson Board Secretary
	Date:
	APPROVED AS TO FORM:
	By: Jean-Rene Basle SANBAG Counsel
	Date:

SANBAG CONTRACT NO. A03046-02

Engineernig Services, I-215 Bi County Projects SANBAG and LAN Engineering Corporation By and Between

AMENDMENT NO. 2 - COST SUMMARY

Task No.	Task No. Description	Contract As Amended	ľ	andment No. 2	Amendment No. 2 New Contract Amount
830	I-215 Bi County Ultimate Widening Project	\$ 5.614.867.11		(3.968.811.80)	\$ 1 646 055 31
839	I-215 Bi County HOV Gap Closure Project			2.147.556.78	\$ 2 147 556 78
840	I-215/Barton Road Interchange Reconstruction Project	\$ 609 468.39		52 875 26	# 662 343 65
845	I-215/Mt. Vernon/Washington Interchange Reconstruction Project	\$ 848,853,02		155,186,22	\$ 1,004,039,24
		\$ 7,073,188.52	\$ 2	(1,613,193.54)	
	Contingency				\$ 348,932.63
	Total New Contract Amount				\$ 5,808,927.61

Note: Amendment No. 2 is based on the amount already expended on Task Orders 1-5, and 8 (TASK 830) through January 31, 2009, the increased budget requested for Task Orders 6 (TASK 840) and 7 (TASK 845), and the new Task Order 9 (TASK 839). The not to exceed amount is \$5,459,994.98 plus a contingency of \$348,932.63 for a total new contract amount of \$5,808,927.61.

Lim And Nascimento Engineering Corporation



March 09, 2009

Mr. Gilbert Betancourt, P.E.
SAN BERNARDINO ASSOCIATED GOVERMENTS
1170 W. 3rd Street, 2nd Floor
San Bernardino, CA 92410-1715

Subject: Contract 03-046 Amendment No. 2

Dear Mr. Betancourt:

On May 7, 2003, San Bernardino Associated Governments in conjunction with San Bernardino County Transportation Authority awarded Lim and Nascimento Engineering Corp. Contract No. 03-046 to provide engineering ser vices for Interstate 215 (I-215) South Project in the cities of Riverside, Grand Terrace, Colton, and S an Bernardino, California. The project was funded by bonds from Measure I. During 2003 and 2004, Task Orders No 1, 2, 3a, 4a, 4b, 4d and 5a were awarded to LAN to perform engineering constraints analysis work, management work for devising scopes and work plans, traffic counts and traffic analysis, surveying and develop conceptual alternatives of the Bi County corridor. These services were performed so LAN could develop and compile the necessary information to prepare a Project Report / Project Study Report (PR/PSR). At that time, progress was moving forward on developing the work for the planned widening of the Bi County corridor. However resolution of the route concept delayed the progress on the project and the project development progress was reduced until Caltrans approved the 8+2, eight mixed flow lanes and two HOV lanes, 4+1 in each direction, northbound and southbo und.

The stakeholders from the City of Grand Terrace and the City of Colton expressed interest in having the Barton Road and the Washington/Mt Vernon Road interchanges widened and improved as separate projects ahead and to facilitate construction of the Bi County Corridor. In spring of 2007, Task Order No. 6 was executed for the I-215 Barton Road Interchange Improvements project and Task Order No. 7 was executed for the I-215 Washington/Mt Vernon Road Improvements Project. In addition SANBAG executed Task Order No. 8 for LAN to provide all the engineering services to complete the PR/PSR for the Bi County Corridor Widening Ultimate 2040 design, 8+2 concept. In June of 2008, these three projects were placed on-hold to allow SANBAG to develop its strategic plan and re-scope based on available funding. With the input of the local agencies, new alternatives were developed for Barton and Washington, and SANBAG determined to implement an HOV only project. This would consist of widening, barrier replacement and re-stripping, allowing for minimal right-of-way and capital costs. This new alternative will be considered the I-215 Bi County HOV Gap Closure project, while the 8+2 2040 Bi County Widening will be planned as the Ultimate project.

Due to the strategic planning and re-scoping, all tasks related to the ultimate Bi County widening have been closed and budgets adjusted to the actual amount billed. A new Task Order No. 9 is proposed for work on the HOV Gap Closure project. In addition, the scopes of work have been adjusted for Barton and Washington to accommodate for the new alternative designs from the strategic planning and re-scoping and the new corridor widening design. Therefore an increase in budget is requested for Task Order 6 and 7 to compensate for the change in the scope of work. The budget adjustments are as follows:

Task Order	Amend No. 1 Budget	Actuals Through 1/30/09	Remaining Contract Budget Through 1/30/09	Amendment No 2 (Adjustment)	New Contract Amount
TO1	\$116,022.18	\$107,193.46	\$8,828.72	-\$8,828.72	\$107,193.46
TO2	\$145,879.52	\$138,056.80	\$7,822.72	-\$7,822.72	\$138,056.80
TO3	\$355,544.01	\$352,383.71	\$3,160.30	-\$3,160.30	\$352,383.71
TO4a	\$36,722.40	\$36,722.40	\$0.00	\$0.00	\$36,722.40
TO4b	\$149,851.12	\$149,102.23	\$748.89	-\$748.89	\$149,102.23
TO4d	\$17,130.00	\$17,039.73	\$90.27	-\$90.27	\$17,039.73
TO5a	\$386,781.64	\$386,123.70	\$657.94	-\$657.94	\$386,123.70
TO6	\$609,468.39	\$389,785.24	\$219,683.15	\$52,875.26	\$662,343.65
TO7	\$848,853.02	\$159,747.39	\$689,105.63	\$155,186.22	\$1,004,039.24
TO8	\$4,406,936.24	\$459,433.28	\$3,947,502.96	-\$3,947,502.96	\$459,433.28
TO9	N/A	N/A	N/A	\$2,147,556.78	\$2,147,556.78
Totals	\$7,073,188.52	\$2,195,587.94	\$4,877,600.58	-\$1,613,193.54	\$5,459,994.98

As shown in the table above, the adjustments for Amendment No. 2 provide an overall contract savings of \$1,613,193.54 for the authorized contract amount. However, the savings if you add back what has been spent on the Ultimate concept that will not be used for the HOV, exceed \$2,000,000.

The scope of work, cost proposal and schedule for Task Order No. 9 is attached. The additional scopes of work, cost proposals and schedules for Task Order No. 6 and Task Order No. 7 are also attached. The order of attachments are as follows:

- 1. HOV Cost Proposal
- 2. HOV scope of work with detailed scope of work for traffic
- 3. HOV traffic scope of work from Iteris
- 4. HOV ADL/Asbestos Studies scope of work from Stantec
- 5. HOV Value Analysis scope of work from VMS
- 6. Barton Budget Increase Request Letter
- 7. Barton Budget Increase Cost Proposal
- 8. Barton Scope of Work for traffic from Iteris
- 9. Barton Scope of Work for ADL/Asbestos Studies from Stantec
- 10. Washington Budget Increase Request Letter
- 11. Washington Budget Increase Cost Proposal
- 12. Washington Scope of Work for traffic from Iteris
- 13. Washington Scope of Work for ADL/Asbestos Studies from Santec
- Washington Scope of Work for Value Analysis from VMS

For a detailed breakdown and description of the additional work and requested budget, please refer to these documents.



The individuals at LAN Engineering appreciate this opportunity to be of continued service and are excited contribute their k nowledge and expertise to provide an excellent product for SANBAG. Please contact the undersigned at (949) 357-9015, if you have any questions or require any additional information.

Very Truly Yours,

LIM & NASCIMENTO ENG. CORP.

William Nascimento, PE, SE

Project Manager

Lim And Nascimento Engineering Corporation



March 09, 2009

Mr. Gilbert Betancourt, P.E. SAN BERNARDINO ASSOCIATED GOVERMENTS 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715

Subject:

I-215 Barton Road Interchange Improvements Project Amendment No 2 – Request for Budget Increase

Dear Mr. Betancourt:

As we recently discussed, LAN Engineering is pleased to submit this letter requesting an increase in budget for extra work, which is outside of the original scope of work. This budget increase request is to perform additional tasks listed below as a result of the recent development of the re-scoped Bi County HOV Gap Closure Project and the need to incorporate the new freeway configuration into the design of the I-215 Barton Rd IC Improvements Project.

As a result of re-scoping the Bi County HOV Gap Closure project, the team will need to perform additional services for the I-215 Barton Road IC Improvements Project. These include revising the Supplemental Traffic Study, and incorporate the new freeway configuration into all other studies that we're in progress including drainage, the draft PR, design exceptions, storm water data report, and utilities.

Other issues covered by this request are the Hazardous Waste studies. Previously, there was a misunderstanding as to weather LSA or LAN was doing these studies for ADL and Asbestos. Both LSA and LAN assumed the other was performing these studies. The cost for ADL and Asbestos studies was not included in our cost proposal. However, we have to incur that cost under our scope. Therefore we request approval of the cost for Stantec to conduct the Hazardous Waste studies.

Each element of the request is identified separately below:

1. Revise Existing and Opening Year Forecasts and Analyses

Due to the re-scoped Bi County HOV Gap Closure project, Iteris will need to revise the supplemental traffic analysis based on the new assumptions for the HOV opening year freeway configuration. The estimated additional labor and other direct costs to perform these tasks is \$27,550. Please refer to Iteris' Scope and Cost for details.

2. ADL & Asbestos Surveys

Caltrans Environmental is requiring preliminary asbestos containing materials and aerialy deposited lead (ADL) surveys to be performed at the project site something that when the original contract was signed was assumed to be done in the PS&E phase. The estimated additional labor and other direct costs to perform these tasks is \$16,695. Please refer to Stantee's Scope and Cost for details.

3. Additional Design Effort for CD Road for Alternative 6

As you know alternative 6 requires work to be done to the UPRR and the BNSF bridges. We propose to look at revising alternative 6 to use a collector distributor between lowa/La Cadena and Barton. This would entail reconstruction on the eastern most span of both RR bridges instead of the entire bridge. This will require geometric analysis for the CD road. The estimated additional labor and other direct costs to perform these tasks is \$8,630.

Stantec Cost and Scope

Please note that the above costs are estimated based on our current knowledge at this time. It is possible that further requirements from Caltrans, FHWA and the resource agencies dictate further work not currently envisioned.

We appreciate the opportunity to be of continued service and are available to meet and discuss at your convenience if necessary. Thank you and we appreciate your consideration. Please contact the undersigned at (949) 357-9015, if you have any questions or require any additional information.

Very Truly Yours, LIM & NASCIMENTO ENG. CORP.	By signing below, I authorized LAN to proceed as described above:
Christen J. Nascinens	
William Nascimento, PE	Gilbert Betancourt, P.E.
Principal	
Attachment: Iteris Letter	Date



Lim And Nascimento Engineering Corporation



ATTN: William Nascimento, PE, SE Lim & Nascimento Eng. Corp. 1887 Business Ctr Dr., #6 San Bernardino, CA 92408

Contract No.: 03-046 Task Order No.: 6

Task Order Period of Performance: 4/1/2007 to _____

Task Order Amt.:

LAN Consultant Project/Job/Reference No.: SNBG0702

Prime Consultant Costs:

Direct Labor Costs:

Employee Name	Classification	Reguiar / OT	EA	WBS	Bil	iing Rate	Hours	Labor Cost
TBD	Project Manager	Regular	08-0J0700	Varies	\$	200.00	4	\$800.00
TBD	Sr. Project Engineer/Sr. Bridge Engineer	Regular	08-0J0700	Varies	\$	160.00	10	\$1,600.00
TBD	Project Engineer/Bridge Engineer	Regular	08-0J0700	Varies	\$	145.00	20	\$2,900.00
TBD	Associate Engineer	Regular	08-0J0700	Varies	\$	125.00	0	\$0.00
TBD	Senior Design Engineer	Regular	08-0J0700	Varies	\$	105.00	10	\$1,050.00
TBD	Design Engineer	Regular	08-0J0700	Varies	\$	80.00	20	\$1,600.00
TBD	Assistant Engineer	Regular	08-0J0700	Varies	s	60.00	0	\$0.00
TBD	Sr. CADD	Regular	08-0J0700	Varies	\$	105.00	0	\$0.00
TBD	CADD	Regular	08-0J0700	Varies	\$	75.00	0	\$0.00
TBD	CAD	Regular	08-0J0700	Varies	\$	45.00	0	\$0.00
TBD	QA/QC	Regular	08-0J0700	Varies	\$	170.00	4	\$680.00
TBD	Administrator	Regular	08-0J0700	Varies	\$	55.00	0	\$0.00
			Total Prime	Consultant Dire	ct Lal	oor Cost :	68	\$8,630.00

Other Direct Costs:

Name / In House / Vendor	Description	EA	WBS	Unit Price	No. of Units	ODC
Mileage	Travel on behalf of CT to sites.	08-0J0700	Varies	\$0.48		\$0.00
Travel-Airfare	Each - RT	08-0J0700	Varies	\$600.00		\$0.00
Car Rental	Each	08-0J0700	Varies	\$50.00		\$0.00
Parking	Each	08-0J0700	Varies	\$22.00		\$0.00
Outside Vendor ODC	Printing / Reproduction	08-0J0700	Varies	\$0.10		\$0.00
Outside Vendor ODC	Express Mall	08-0J0700	Varies	\$11.00		\$0.00
Miscellaneous ODC		08-0J0700	Varies	LS		\$0.00
			Total Prime (Consultant Othe	er Direct Cost:	\$0.00

Total Prime Consultant Cost: \$8,630.00

Sub-Consultant Costs:						
(Attach Detail Sub-Consultant Cost Propo	sal in the same format as	the Prime)				
Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Description	WBS	EA	Hours	Labor + ODC
Stantec			Varies	08-0J0700	136	\$16,695.26
Iteris			Varies	08-0J0700	200	\$27,550.00
		To	tal Sub Consi	ıltant Costs:	336	\$44,245.26

Total Hours Total Amount
Total (Prime + Subs): 404 \$52,875.26

EA Summary (Prime + Subs):

EA	Hours	Labor + ODC
08-0J0700		
Total:	_	

Approval Signatures:

| Linjburt Nascimento | 11/21/2008 |
| William Nascimento, PE | Date |
| Prime Consultant Project Manager

APPROVED:

Gilbert Betancourt, PE Date

Project Manager

Lim And Nascimento Engineering Corporation

LAN

			EE	ω.											
WBS	Classification	PROJECT MANAGER	SR PROJECT/BRIDGE ENGINEE	PROJECT/BRIDGE ENGINEER	ASSOCIATE ENGINEER	SENIOR DESIGN ENGINEER	DESIGN ENGINEER	ASSISTANT ENGINEER	SR CADD	CADD	CAD	QA/QC	ADMIN	Total Hrs	
		\$200.00	\$160.00	\$145.00	\$125.00	\$105.00	980.00	260.00	\$105.00	875.00	\$45.00	170.00	555.00		
0.100	Perform Project Management	Ľ	L.					<u> </u>		- "					
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2.160.05 2.160.05.05	Updated Project Information (Approved PID Review	PRC E	SAT	No. of Lot	THE REAL PROPERTY.	22/52/	Eliza I	223	Name of		1.5	1000	1200	MASSAGE	10.00
2.160.05.10	Geotechnical Information Review										 	-	_	\vdash	
2.160.05.15	Materials Information Review										T				
2.160.05.20	Traffic Data And Forecasts Review														
2.160.05.25	Geometrics Review				_	-	<u> </u>		-	-	-	-		<u> </u>	
2.160.05.30 2.160.05.35	Project Scope Review Project Cost Estimate Review										-		-		
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2.160.10.15	Geometric Plans For Project Alternatives	4	10			10	20					4		68	
2.160.10.20	Value Analysis														
2.160.10.25	Hydraulics/Hydrology Studies					├									
2,160.10,30 2.160.10.35	Highway Planting Design Concepts Traffic Operational Analysis					\vdash	\vdash								
2.160.10.40	Updated Right Of Way Data Sheet			_		-		_					 	 	
2.160.10.45	Utility Locations Determined For Preliminary Engineering													\vdash	
2.160.10.65	R/W Relinquishment And Vacation Study														
2.160.10.70	Traffic Studies		_		<u> </u>	<u> </u>	<u> </u>				ļ	L			
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February 25, 2009

William Nascimento
Lim & Nascimento Engineering Corporation
20 Empire Drive
Lake Forest, CA 92630

Re: Barton Road Interchange—Proposal for Additional Services

J07-1660

Dear William:

This request is to replace my previous contract amendment request of February 13, 2009, which I understand has not been processed. On December 13, 2007, LAN approved an amendment to our contract for the Barton Road interchange in the amount of \$5,000 to have Iteris correct errors in the 2040 traffic volumes that had been provided to us. However, due to an oversight at LAN, this amendment was not recorded in your files. I have attached a copy of the signed amendment, as well as copies of our records indicating that this work was performed in December 2007 and January 2008.

On December 15, 2008, LAN approved another amendment in the amount of \$25,855 to have Iteris prepare a supplemental traffic operations analysis for Alternative 6 (northbound hook ramps to Commerce Way), attend additional meetings, and conduct an analysis comparing 2008 traffic volumes to the previously approved traffic volumes. Because the previous amendment was not recorded, this amendment was processed and recorded as "Amendment No. 1."

In addition, based on recent discussion with Caltrans related to the replacement of the BiCounty project with the HOV Gap Closure Project, the assumptions made in the analyses performed to date for the Barton Road interchange regarding the opening year configuration of the freeway will need to be revised. In addition, the existing conditions analysis needs to be updated. This additional effort includes the development of new traffic volumes, as follows:

Intersection turning movement counts will be collected at the following locations:

- La Cadena Drive/Barton Road
- Grand Terrace Road/Barton Road
- I-215 Southbound Ramps/Barton Road/La Crosse Avenue
- I-215 Northbound Ramps/Barton Road
- Michigan Street/Barton Road
- Vivienda Avenue/Barton Road
- Mount Vernon Avenue/Barton Road

Opening year traffic volumes will be developed as follows:



- 'No Build' (without HOV Gap Closure) opening year traffic volumes will be developed by interpolating between existing traffic volumes and approved 'No Build' (3+0) horizon year (year 2040) traffic volumes.
- Opening Year 'No Build' (3+0) and 'HOV Gap Closure' (3+1) scenarios will be run using the RIVTAM model and percentage changes in the model volumes for each ramp and mainline segment within the study area will be calculated.
- These percentage changes will be applied to the 'No Build' (3+0) opening year traffic volumes to determine the 'Build' (3+1) opening year traffic volumes.

We are therefore requesting that our contract amount be modified as summarized below:

Original contract amount	\$40,960
"Fix 2040 volumes" Amendment	5,000
Recorded "Amendment No. 1"	25,855
Revise Existing and Opening Year Forecasts and Analyses	27,550
Total	\$99,365

Thank you for the opportunity to work with LAN Engineering on this project. If you have any questions or need additional information, please do not hesitate to call me at (213) 488-0345 x21 or e-mail me at sbg@iteris.com.

Sincerely,

Iteris, Inc.

Steven Greene, M.Pl, Ph.D. Associate Vice President

1

Encl: "Fix 2040 Volumes" Amendment

Summary of work performed under "Fix 2040 Volumes" Amendment

Recorded "Amendment No. 1"



PRIME CONSULTANT COST PROPOSAL

25864-F Business Center Dr. Redlands, CA 92374 Office: (909) 335-6116 Fax: (909) 335-6120

Page 1 of 1

Attn: William Nascimento

LAN Engineering Corporation

20 Empire Drive

Lake Forest, CA 92630

Task: Barton Road Interchange Project

Task Amount: \$16,695.26 Task Period of Performance:

TBD

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Employee Name	Classification	Regular / OT	EA	WBS	Billing Rate	Hours	SET PUBLISHED
Kevin Miskin	Principal Civil Engineer	Regular	na	na	183.86	F	Labor Cos \$919.30
Anne Perez	Associate Geologist	Regular	na	na	84.78	60	\$5,086.80
Philip Platcow	Director Industrial Hygiene, H&S	Regular	na	na	175.92	1	\$175.92
Andrew Schwartz	Project Scientist	Regular	na	na	87.82	14	\$1,229,48
Dion Monge	Project Scientist	Regular	na	na	68.15	12	\$817.80
Kristen Daly	Staff Geologist	Regular	na	na	66.32	12	\$795.84
Jason Adelaars	Staff Scientist	Regular	па	na	59.11	12	\$709.32
Ross Ocampo	Drafter	Regular	na	па	60.29	20	\$1,205.80
			Total Prime C	onsultant Di	rect Labor Cost :	136	\$10.940.26

Other Direct Costs:

Name / In House / Vendor	Description	Reference No.	EA	WBS	Unit Price	No. of Units	ODC
In House/Vendor	Ice, nitrile gloves, etc.		na	na	\$200	1	\$200.00
In House/Vendor - ADL	Rental Truck		ла	na	\$75.00	1	\$75.00
			_	Total Prime (Consultant Other	Direct Cost:	\$275.00

Total Prime Consultant Cost: \$11,215.26

ttach Detail Sub-Consultant Cost Proposal	in the same format as the	Prime)	-			
Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Description	EA	WBS	Hours	Labor + ODC
PatChem Laboratories		Analytical Laboratory ADL/Metals	na	na	па	\$5,480.00
		Tota	al Sub Cons	ultant Costs:	0.00	\$5,480.00

Total Hours Total Amount Grand Total (Prime + Subs): 136 \$16,695.26

EA Summary (Prime + Subs):

EA	Hours	Labor + ODC
na	136	\$16,695.26
Total:	136	\$16,695.26



SUB-CONSULTANT COST PROPOSAL

11990 Discovery Court Moorpark, CA 93021 Office: (805) 532-0012 Fax: (805) 532-0016

Page 1 of 1

Attn: William Nascimento
LAN Engineering Corporation
20 Empire Drive
Lake Forest, CA 92630

Task: Barton Road Interchange Project

Task Amount: \$5,480.00

Task Period of Performance:

TBD

Sub-Consultant Costs:

Direct Labor Costs:

Employee Name	Classification	Regular / OT	EA	WBS	Billing Rate	Hours	Labor Cost
				 			
			Total Sub-C	onsultant Di	rect Labor Cost:		

Other Direct Costs:

Name / In House / Vendor	Description	Reference No.	EA	WBS	Unit Price	No. of Units	ODC
PatChem	Total Lead	EPA Test Method 6010	na	na	\$25.00	68	\$1,700.00
PatChem	Soluble Lead - STLC Cal WET- Citric	EPA Test Method 3010 prep/analysis	na	na	\$60.00	33	\$1,980.00
PatChem	Soluble Lead - TCLP	EPA Test Method 1311 prep/analysis	na	na	\$80.00	16	\$1,280.00
PatChem	рН	EPA Test Method 9045C	na	na	\$10.00	16	\$160.00
PatChem	Soluble Lead - STLC Cal WET- Di	EPA Test Method 1311 prep/analysis	na	na	\$60.00	6	\$360.00

Total Sub-Consultant Cost: \$5,480.00

Grand Total (Sub-Consultant): Total Hours Total Amount \$5,480.00

EA Summary (Sub-Consultant)

EA	Hours	Labor + ODC	
na	na	\$5,480.00	
Total:	NIA	\$5,400.00	
I Utal.	N/A	\$5,480.00	



Stantec Consulting Corporation 25864-F Business Center Drive Redlands, CA 92374 Tel: (909) 335-6116 Fax: (909) 335-6120

February 26, 2009

Mr. William Nascimento LAN Engineering Corporation 20 Empire Drive Lake Forest, CA 92630

RE:

AERIALLY DEPOSITED LEAD WORK PLAN/ACM-LBP WORK PLAN

Barton Road IC Project

San Bernardino County, California

Dear Mr. Nascimento,

As requested, Stantec Consulting Corporation (Stantec), formerly SECOR International Incorporated, has prepared this Work Plan to conduct an Aerially-Deposited Lead Investigation, an Asbestos-Containing Materials (ACM) Survey, and a Lead-Based Paint Survey for the Barton Road Interchange (Barton IC) with Interstate-215 (I-215) for Lim and Nasclmento Engineering Corporation (LAN). This is a project that involves realigning and widening the existing Barton Road Bridge, realigning the on- and off-ramps, and realigning adjacent roads to improve the traffic flow in the vicinity of the bridge. The requested scope of work required ACM and LBP surveys for the bridge. However, the scope of the ACM/LBP field work was included in the statement of work (SOW) for the I-215 Bi-County HOV Gap Closure Project (Bi-County Project). Similarly, ADL field sampling and analysis along the freeway was also included in the SOW for the Bi-County Project and is not duplicated in this SOW. However, the results of the ACM/LBP and ADL sampling activities included in the SOW for the Bi-County Project will be included in the Barton Road IC Project report. This work plan and scope of work has been prepared for LAN in accordance with Caltrans, District 8 protocol for similar projects in the area.

SCOPE OF WORK

The scope of work will included the following general elements:

- Task 1 Aerially-Deposited Lead Investigation along the roadways where soils will be disturbed during construction activities.
- Task 2 Lead-Based Paint Survey on the Barton Road Bridge.
- Task 3 Asbestos-Containing Materials Surveys on the Barton Road Bridge.

The following sections describe the scope of work for each task described above.

<u>TASK 1 - AERIALLY DEPOSITED LEAD (ADL) INVESTIGATION TASKS</u>

The objective of the ADL investigation is to evaluate lead concentrations in the subsurface soil profile within the construction zone and to make recommendations for any special handling or disposal of lead impacted soil. In preparing this proposal, Stantec contacted Ms. Rosanna Roa to evaluate the appropriate sampling protocol for this highway project.

Stantec will sample and analyze for aerially deposited lead (ADL) in unpaved areas which may potentially be disturbed during construction activities. As part of the ADL survey, soil samples will be collected from hand auger borings at depth discrete intervals not to exceed 3 feet below ground surface

Lim and Nascimento Engineering Corporation ADL INVESTIGATION, ASBESTOS, and LEAD-BASED PAINT SURVEY WORK PLAN



(bgs) in order to obtain a representative data set for laboratory analysis. Soil removed during hand auguring will be placed back into the boring. The proposed scope of work is intended to evaluate whether excavated soil generated during the proposed improvements will result in the need for special handling or disposal (as defined by Title 22 of the California Code of Regulations) with respect to ADL.

Stantec has subdivided the proposed scope of work into subtasks for clarification. The attached cost estimate is based on all associated costs necessary to execute the project.

Prefield Activities

Stantec will prepare a site specific Health and Safety Program to be prepared and implemented during field sampling. Stantec will collect ADL samples on the shoulders of the Barton Road on- and off-ramps and no lane closure will be required. No samples will be collected below areas currently covered by pavement or within 6 feet of pavement. If necessary, Stantec will mark the proposed sampling locations and contact Underground Service Alert (USA) for utility clearance.

Field Investigations

To evaluate ADL on the Barton Road shoulders, Stantec proposes to advance approximately 22 hand auger borings in the vicinity of the proposed improvements (borings will be advanced on both on- and off- ramps to Barton Road, on each side of the pavement) to a maximum depth of 3 feet below ground surface (bgs). Three samples will be collected from each boring at 0.5-1.0, 1.5-2.0, and 2.5-3.0 feet bgs for a total of 66 samples. As per instruction from Caltrans District 8 Environmental Manager, Rosanna Roa, borings will be spaced at approximately 300-foot intervals in order to generate a representative data set along the ramps. No borings will be advanced outside of the existing right-of-way or in existing paved areas. No borings will be advanced along the local roads included in the proposed construction. If Caltrans District 8 decides that sampling the local roads is necessary, Stantec will submit a workplan and cost estimate to LAN for approval.

ADL samples will be collected directly from the hand auger bailer, manually homogenized in the field, and discharged into plastic Zip Lock bags. All soil sampling equipment will be decontaminated before advancing at each boring location. Each sample will be labeled with the sample identification indicating a borehole ID, sample depth, sample date, and sample time. All samples will be annotated on chain-of-custody forms and delivered to a laboratory certified by the California Department of Health Services Environmental Laboratory Accreditation Program for the analyses indicated herein.

Laboratory Analysis

To evaluate appropriate handling procedures for excavated soil as a result of proposed road improvements, selected ADL samples will be analyzed in a California certified laboratory for total lead concentration (TTLC). Samples exceeding 50 mg/kg for total lead will be analyzed for soluble lead following the California Waste Extraction Test (Cal WET-citric), for pH, and for soluble lead following the California Waste Extraction Test (Cal-WET-DI) using deionized water. Based on previous investigations and for purposes of preparing a cost estimate, Stantec is estimating that approximately 50% of the total lead samples will require analysis by Cal WET-Citric. The Toxicity Characteristic Leaching Procedure (TCLP) analysis will be run on samples where the STLC Cal WET-citric results exceed 5 mg/L. Based on previous investigations and for purposes of preparing a cost estimate, Stantec is estimating that approximately 50% of the Cal WET-citric samples will require analysis by TCLP and Cal WET – DI (using deionized water as an extractant).

Samples will be analyzed by the following test methods:

Total Lead
Soluble Lead (Cal WET-citric)
Soluble Lead (Cal WET-DI)

EPA test method 6010B
EPA extraction method 3010
DHS modified EPA extraction method 3010

Lim and Nascimento Engineering Corporation ADL INVESTIGATION, ASBESTOS, and LEAD-BASED PAINT SURVEY WORK PLAN



TCLP pH EPA extraction method 1311 EPA test method 9045C

Stantec is estimating out of 22 borings that approximately 66 samples will be analyzed for total lead, 33 samples by STLC Cal WET-citric, 16 samples by TCLP and pH, and 6 samples by STLC Cal WET-DI. For purposes of QA/QC, one equipment blank, a sample of analyte-free water poured over/through the decontaminated field sampling equipment prior to the collection of environmental samples, will be collected before and after sampling each day, for a total of 2, and analyzed for total lead. If the number of analyses exceeds these estimates, LAN Engineering will be informed prior to ordering additional analyses to process a cost adjustment.

Statistical Evaluation and Report Preparation

Upon receipt of laboratory analytical data and prior to report preparation, Stantec will statistically evaluate the ADL data. The data evaluation will be performed prior to report preparation to determine whether additional sampling and/or analyses are required to improve the statistical quality of the data. If additional investigation and sampling becomes necessary, Stantec will discuss these requirements with LAN and, with LANs approval, submit a change order for the additional work.

Upon completion of the scope of work and field activities described herein, Stantec will prepare a report summarizing the ADL survey results. The report will include results of the field investigation, including ADL statistical analysis, a sample location map, a photographic log, and laboratory analytical results. The results will be summarized in tables and on figures to facilitate review. The reports will include recommendations for classification, handling, and disposal of soils.

TASK 2 - LEAD-BASED PAINT (LBP) SURVEY

The Barton Road IC Project and the I-215 Bi-County HOV Gap Closure Project both require LBP sampling on the Barton Road Bridge. The workplan and costs for the Bi-County project cover the tasks necessary to complete the bridge LBP survey. As a result, no additional sampling is necessary for this project. Stantec will include the Bi-County Barton Road Bridge LBP Survey in the Barton Road IC Project report.

TASK 3 - ASBESTOS CONTAINING MATERIALS (ACM) SURVEY

The Barton Road IC Project and the I-215 Bi-County HOV Gap Closure Project both require ACM sampling on the Barton Road Bridge. The workplan and costs for the Bi-County project cover the tasks necessary to complete the bridge ACM survey. As a result, no additional sampling is necessary for this project. Stantec will include the Bi-County Barton Road Bridge ACM Survey in the Barton Road IC Project report.

Stantec trusts that the information obtained in this scope of work will be sufficient for approval and implementation of the proposed investigation. Should there be any questions concerning the planned field activities, please contact the undersigned at (909) 335-6116.

Respectfully submitted,

Stantec Consulting Corporation

Anne E. Perez

Stantec Task Manager

Tel: 909.335.6116 x2242

Fax: 909.335.6120

Email: Anne.Perez@stantec.com

Kevin K. Miskin, P.E.

Stantec Project Manager Tel: 909.335.6116 x2225

Fax:909.335.6120

Email: Kevin.Miskin@stantec.com

Lim And Nascimento Engineering Corporation



March 09, 2009

Mr. Gilbert Betancourt, P.E. SAN BERNARDINO ASSOCIATED GOVERMENTS 1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715

Subject:

I-215 Washington/Mt Vernon Interchange Improvements Project

Amendment No. 2 - Request for Budget Increase

Dear Mr. Betancourt:

As we recently discussed, LAN Engineering is pleased to submit this letter requesting an increase in budget for extra work, which is outside of the original scope of work. This budget increase request is to perform additional tasks listed below as a result of the recent development of the new Alternatives 2 and 3 resulting from the Strategic Planning Re Scoping work done during the last 8-months while we were on a "hold work order" issued in June and lifted in mid October.

As a result of development of Alternatives 2 and 3, and the re-scoping of the Bi County HOV Gap Closure project, the team will need to perform additional services. This includes a Supplemental Traffic Study, and in addition, we're including the amount for the effort expended by the team, during the period of "strategic planning re-scoping."

Other issues covered by this request are the Value Analysis (VA) and ADL/Asbestos studies. As you know, previously, Caltrans handled VA's for local agencies. This includes incurring the cost of the VA consultant. However, CT now requires the local agency to handle the VA. The cost of VA was not included in our cost proposal. However, we have to incur that cost under our scope. Therefore we request also approval of the cost for VMS to complete the VA. The cost for ADL/Asbestos studies was not included in our cost proposal as both LSA and LAN assumed the other was performing this work. However, we have to incur that cost under our scope. Therefore we request approval of the cost for Stantec to conduct the ADL/Asbestos studies.

Each element of the request is identified separately below:

1. Supplemental Traffic Study for Alternatives 2 and 3

Due to the addition of alternatives 2 and 3, Iteris will need to complete the PSR TOA with the new alternative configurations. The estimated additional labor and other direct costs to perform this task is \$26,640. Also, Iteris will need to revise the existing and opening year forecasts and analysis based on the new assumptions for the HOV opening year freeway configuration. The estimate additional labor and other direct costs to perform this task is \$24,650. Please refer to Iteris' Scope and Cost for details.

2. Strategic Planning Re Scoping

The administrative and engineering effort required during the last eight months to develop alternative 2 and 3 is \$47,390. This effort includes the actual engineering development of Alternative 6 layout, rough order of magnitude cost estimates, coordination and meetings with SANBAG, Caltrans, FHWA and the City of Colton. Please reference LAN's invoice from the January 31, 2009 to February 27, 2009 billing period.

3. Value Analysis

A Value Analysis (VA) study to comply with the Federal Value Engineering (VE) Mandate and to explore alternatives that will enhance the project performance is needed. The actual additional labor and other direct costs to perform these tasks is \$39,931. Please refer to VMS' Scope and final invoice for details. This effort was not identified in our original scope of work.

4. Asbestos and ADL Surveys

VMS Cost and Scope

LAN Invoice

Caltrans Environmental is requiring preliminary asbestos containing materials and aerialy deposited lead (ADL) surveys to be performed at the project site something that when the original contract was signed was assumed to be done in the PS&E phase. The estimated additional labor and other direct costs to perform these tasks is \$16,275. Please refer to Stantec's Scope and Cost for details.

Please note that the above costs are estimated based on our current knowledge at this time. It is possible that further requirements from Caltrans, FHWA and the resource agencies dictate further work not currently envisioned.

We appreciate the opportunity to be of continued service and are available to meet and discuss at your convenience if necessary. Thank you and we appreciate your consideration. Please contact the undersigned at (949) 357-9015, if you have any questions or require any additional information.

Very Truly Yo LIM & NASCII	urs, MENTO ENG. CORP.	By signing below, I authorized LAN to proceed as described above:		
	J. Nascinen o			
William Nascimento, PE		Gilbert Betancourt, P.E.		
Principal				
		Date		
Attachment:	Iteris Letter			
	Stantec Cost and Scope			



Lim And Nascimento Engineering Corporation



ATTN: William Nascimento, PE, SE Lim & Nascimento Eng. Corp. 1887 Business Ctr Dr., #6 San Bernardino, CA 92408

Contract No.: 03-046 Task Order No.: 7

Task Order Period of Performance: 4/1/2007 to _

Task Order Amt.:

LAN Consultant Project/Job/Reference No.: SNBG0702

Prime Consultant Costs:

Direct Labor Costs:

Employee Name	Classification	Regular / OT	EA	WBS	Bi	Iling Rate	Hours	Labor Cost
TBD	Project Manager	Regular	0M630G	Varies	\$	200.00	0	\$0.00
TBD	Sr. Project Engineer/Sr. Bridge Engineer	Regular	0M630G	Varies	\$	160.00	0	\$0.00
TBD	Project Engineer/Bridge Engineer	Regular	0M630G	Varies	\$	145.00	0	\$0.00
TBD	Associate Engineer	Reguiar	0M630G	Varies	\$	125.00	0	\$0.00
TBD	Senior Design Engineer	Regular	0M630G	Varies	\$	105.00	0	\$0.00
TBD	Design Engineer	Regular	0M630G	Varies	\$	80.00	0	\$0.00
TBD	Assistant Engineer	Regular	0M630G	Varies	\$	60.00	0	\$0.00
TBD	Sr. CADD	Regular	0M630G	Varies	\$	105.00	0	\$0.00
TBD	CADD	Regular	0M630G	Varies	\$	75.00	0	\$0.00
TBD	CAD	Reguiar	0M630G	Varies	\$	45.00	0	\$0.00
TBD	QA/QC	Regular	0M630G	Varies	5	170.00	0	\$0.00
TBD	Administrator	Regutar	0M630G	Varies	S	55.00	0	\$0.00
Strategic Planning Rescoping	g (Lump Sum)	Regular	0M630G	Varies		LS	332	\$47,390.16
		-	Total Prime (Consultant Dir	ect La	bor Cost :	332	\$47,390.16

Other Direct Costs:

Name / In House / Vendor	Description	EA	WBS	Unit Price	No. of Units	ODC
Mileage	Travel on behalf of CT to sites.	0M630G	Varies	\$0.48		\$0.0
Travel-Airfare	Each - RT	0M630G	Varies	\$600.00		\$0.0
Car Rental	Each	0M630G	Varies	\$50.00		\$0.0
Parking	Each	0M630G	Varies	\$22.00		\$0.0
Outside Vendor ODC	Printing / Reproduction	0M630G	Varies	\$0.10	1	\$0.0
Outside Vendor ODC	Express Mail	0M630G	Varies	\$11.00		\$0.0
Miscellaneous ODC		0M630G	Varies	LS		\$0.0
		-	Total Prime	Consultant Othe	er Direct Cost:	\$0.0

Total Prime Consultant Cost: \$47,390.16

Sub-Consultant Costs:						
(Attach Detail Sub-Consultant Cost Propo	sal in the same format as	the Prime)				
Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Description	WBS	EA	Hours	Labor + ODC
Stantec			Varies	0M630G	136	\$16,275.2
Iteris			Varies	0M630G	350	\$51,590.0
VMS			Varies	0M630G	192	\$39,930.8
		To	otal Sub Cons	ultant Costs:	678	\$107,796.06

Total Requested Amount (Prime + Subs):

\$155,186.22

EA Summary (Prime + Subs):

EA	Hours	Labor + ODC
08-0J0700		
Total:	i	

Approval Signatures:

APPROVED:

William Nascimento, PE Date

Prime Consultant Project Manager

Date

Date

Project Manager

Lim And Nascimento Engineering Corporation

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LIM & NASCIMENTO ENG. CORP.

1887 Business Center Drive, Suite 6, 2nd Floor San Bernardino, CA 92408 909-890-0477 Fax 909-890-0467 Date: 20-Mar-09
Invoice No: SNBG0301-066
Proj No: SNBG0301

SNBG0702 SNBG0704

SNBG0704 SNBG0705

WASHINGTON STREET INTERCHANGE SUMMARY

To: San Bernardino Associated Governments

1170 W. 3rd St., 2nd Floor San Bernardino, CA 92410-1715

Attn: Mr. Gilbert Betancourt, P.E.

Ref: Washington Street Interchange

7 4411	: Mr. Gilbert Betancourt, P.E.		-			
	For Professional Engineering Services Reno	31-Jan-09	to	27-Feb-09 .		
	Tasks:	Contract Amount:	Percent Complete:	Complete to date:	Previously Invoiced:	Total this invoice:
WBS	LAN ENGINEERING DIRECT:					
0.100	Project Management •	\$184,844.00	8.0%	\$14,789.31	\$14,044.94	\$744.38
1.150.05	Transportation Problem Definition & Site As	\$28,640.00	7.9%	\$2,248.43	\$2,248.43	\$0.00
1.150.10	Initial Alternatives Development	\$42,000.00	134.9%	\$56,640.40	\$49,505.80	\$7,134.60
1.150.15	Alternatives Analysis	\$72,840.00	12.2%	\$8,912.64	\$8,912.64	\$0.00
1.150.25	Approved PID (Psr, Pssr, Etc.)	\$65,000.00	0.0%	\$0.00	\$0.00	\$0.00
2.160.05	Updated Project Information	\$3,920.00	0.0%	\$0.00	\$0.00	\$0.00
2.160.10	Engineering Studies	\$83,960.00	0.0%	\$0.00	\$0.00	\$0.00
2.160.15	Draft Project Report	\$66,180.00	0.0%	\$0.00	\$0.00	\$0.00
2.160.30	Environmental Study Request	\$3,700.00	0.0%	\$0.00	\$0.00	\$0.00
2.175.10	Public Hearing	\$14,160.00	0.0%	\$0.00	\$0.00	\$0.00
2.180.05	Project Report	\$31,900.00	0.0%	\$0.00	\$0.00	\$0.00
3.185.15	Preliminary Design (GAD's)	\$84,160.00	0.0%	\$0.00	\$0.00	\$0.00
SPR	Strategic Planning Rescoping			\$47,390.16	\$43,357.56	\$4,032.60
	Subtotal	\$681,304.00	19.1%	\$129,980.95	\$118,069.37	\$11,911.58
	eBudget Transfer due to ISA removal.					
	SUB-CONSUI TANTS					
1	SUB-CONSULTANTS Associated Engineers, Inc.	\$41,111.02	5.2%	\$2,152,26	\$2.152.26	\$0.00
1 2		\$41,111.02 \$32,056.00	5.2%	\$2,152.26 \$0.00	\$2,152.26 \$0.00	\$0.00 \$0.00
·	Associated Engineers, Inc.		 	\$0.00	\$0.00	\$0.00
2	Associated Engineers, Inc. Kleinfelder	\$32,056.00	0.0%			\$0.00 \$0.00
2	Associated Engineers, Inc. Kleinfelder OPC	\$32,056.00 \$30,000.00	0.0% 21.1%	\$0.00 \$6,332.50	\$0.00 \$6,332.50	\$0.00
2 3 4	Associated Engineers, Inc. Kleinfelder OPC Iteris	\$32,056.00 \$30,000.00	0.0% 21.1%	\$0.00 \$6,332.50	\$0.00 \$6,332.50	\$0.00 \$0.00
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2 3 4 5	Associated Engineers, Inc. Kleinfelder PC Iteris STB PSWC Group	\$32,056.00 \$30,000.00	0.0% 21.1%	\$0.00 \$6,332.50	\$0.00 \$6,332.50	\$0.00 \$0.00 \$0.00
2 3 4 5	Associated Engineers, Inc. Kleinfelder OPC Iteris STB PSWC Group VMS Subtotal	\$32,056.00 \$30,000.00 \$61,060.00	0.0% 21.1% 54.0%	\$0.00 \$6,332.50 \$32,990.00	\$0.00 \$6,332.50 \$32,990.00	\$0.00 \$0.00
2 3 4 5	Associated Engineers, Inc. Kleinfelder PC Iteris STB PSWC Group VMS	\$32,056.00 \$30,000.00 \$61,060.00	0.0% 21.1% 54.0%	\$0.00 \$6,332.50 \$32,990.00	\$0.00 \$6,332.50 \$32,990.00	\$0.00 \$0.00 \$0.00
2 3 4 5	Associated Engineers, Inc. Kleinfelder PC Iteris STB PSWC Group VMS Subtotal OTHER DIRECT COSTS:	\$32,056.00 \$30,000.00 \$61,060.00 \$164,227.02	0.0% 21.1% 54.0%	\$0.00 \$6,332.50 \$32,990.00 \$41,474.76	\$0.00 \$6,332.50 \$32,990.00 \$41,474.76	\$0.00 \$0.00 \$0.00 \$0.00
2 3 4 5	Associated Engineers, Inc. Kleinfelder OPC Iteris STB PSWC Group VMS Subtotal OTHER DIRECT COSTS: Copying/Delivery/Misc/Travel	\$32,056.00 \$30,000.00 \$61,060.00 \$164,227.02	0.0% 21.1% 54.0% 25.3%	\$0.00 \$6,332.50 \$32,990.00 \$41,474.76	\$0.00 \$6,332.50 \$32,990.00 \$41,474.76	\$0.00 \$0.00 \$0.00



February 25, 2009

William Nascimento Lim & Nascimento Engineering Corporation 20 Empire Drive Lake Forest, CA 92630

Re: Washington Road Interchange—Proposal for Additional Services J08-1608

Dear William:

This request is to replace my previous contract amendment requests of December 2, 2008, and February 13, 2009, which I understand have not been processed. Iteris, Inc., is under contract to LAN Engineering to provide professional traffic engineering and consulting services related to the Washington Road Interchange Project. Our total budget for this project is \$61,060, of which \$33,040 is allocated to the PSR phase, and \$28,020 is allocated to the PR phase. Our proposal to LAN to conduct this work stated that we would analyze the no-build and 4 build alternatives.

To date, the project has not progressed beyond the PSR phase, as the result of two rescoping efforts. The first rescoping effort occurred after the City of Colton stated that the City would not support an alternative that failed to reconnect Mount Vernon Avenue. Prior to that effort, we had conducted preliminary analyses of 4 build alternatives (then called alternatives 2, 3, 3a, and 5). The second rescoping effort is currently underway, as the result of cost concerns by SANBAG. Between the first and second rescoping efforts, we studied 6 additional alternatives (2a, 2b, 3b, 3c, 3d, and 3e). We have also conducted preliminary analyses of a "low impact" Alternative 4 as part of the second rescoping effort, and we have been asked to analyze new Alternatives 5 and 6. Thus, to date, we have conducted preliminary or complete analyses of 11 alternatives, and we have been asked to complete analyses of 2 additional alternatives. On June 23, 2008, we also submitted a complete draft Traffic Operations Analysis of the three alternatives considered viable at that time. A PDF showing each of the 13 alternatives is attached. The amount of work completed to date far exceeds that anticipated in our original proposal to LAN.

In analyzing the 11 alternatives and preparing the draft Traffic Operations Analysis, we have expended our budget for the PSR phase of the project. We are therefore requesting a contract amendment in the amount of \$26,640 to allow us to complete analyses of up to 3 additional alternatives and to submit a revised Traffic Operations Analysis report. This amount also includes time and preparation required for additional PDT meetings and coordination meetings with the City of Colton.

707 Wilshire Blvd., Suite 4810 • Los Angeles, CA 90017 Phone (213) 488-0345 • www.iteris.com • Fax (213) 488-9440



In addition, based on recent discussion with Caltrans related to the replacement of the BiCounty project with the HOV Gap Closure Project, the assumptions made in the analyses performed to date for the Washington Street interchange regarding the opening year configuration of the freeway will need to be revised. In addition, the existing conditions analysis needs to be updated. This additional effort includes the development of new traffic volumes, as follows:

Intersection turning movement counts will be collected at the following locations:

- I-215 Southbound Ramps/Mount Vernon Avenue/Washington Street
- I-215 Northbound Ramps/Mount Vernon Avenue
- Mount Vernon Avenue/Washington Street
- I-215 Northbound On-Ramp/Washington Street

Opening year traffic volumes will be developed as follows:

- 'No Build' (without HOV Gap Closure) opening year traffic volumes will be developed by interpolating between existing traffic volumes and approved 'No Build' (3+0) horizon year (year 2040) traffic volumes.
- Opening Year 'No Build' (3+0) and 'HOV Gap Closure' (3+1) scenarios will be run using the RIVTAM model and percentage changes in the model volumes for each ramp and mainline segment within the study area will be calculated.
- These percentage changes will be applied to the 'No Build' (3+0) opening year traffic volumes to determine the 'Build' (3+1) opening year traffic volumes.

We are therefore requesting that our contract amount be modified as summarized below:

Original contract amount	\$61,060
Complete PSR TOA with new alternatives	26,640
Revise Existing and Opening Year Forecasts and Analyses	24,950
Total	\$112,650

Thank you for the opportunity to work with LAN Engineering on this project. If you have any questions or need additional information, please do not hesitate to call me at (213) 488-0345 x21 or e-mail me at sbg@iteris.com.

Sincerely,

Iteris, Inc.

Steven Greene, M.Pl, Ph.D. Associate Vice President



PRIME CONSULTANT COST PROPOSAL

25864-F Business Center Dr. Redlands, CA 92374 Office: (909) 335-6116 Fax: (909) 335-6120

Page 1 of 1

Attn: William Nasclmento

LAN Engineering Corporation

20 Empire Drive

Lake Forest, CA 92630

Task: Washington Street Interchange Project

Task Amount: \$16,275.26

Task Period of Performance:

TBD

ect Labor Costs:							
			THE RESERVE			建筑	
Employee Name	Classification	Regular / OT	EA	WBS	Billing Rate	Hours	Labor Co
Kevin Miskin	Principal Civil Engineer	Regular	na	na	183.86	5	\$919.30
Anne Perez	Associate Geologist	Regular	na	na	84.78	60	\$5,086.8
Philip Platcow	Director Industrial Hygiene, H&S	Regular	na	na	175.92	1	\$175.92
Andrew Schwartz	Project Scientist	Regular	na	na	87.82	14	\$1,229.4
Dion Monge	Project Scientist	Regular	na	па	68.15	12	\$817.80
Kristen Daly	Staff Geologist	Regular	na	na	66.32	12	\$795.84
Jason Adelaars	Staff Scientist	Regular	na	na	59.11	12	\$709.32
Ross Ocampo	Drafter	Regular	na	na	60.29	20	\$1,205.8
			Total Prime	Consultant Div	ect Labor Cost :	136	\$10,940.2

Other Direct Costs:

Name / in House / Vendor	Description	Reference No.	EA	WBS	Unit Price	No. of Units	ODC
In House/Vendor	Ice, nitrile gloves, etc.		na	na	\$200	1	\$200.00
In House/Vendor - ADL	Rental Truck		na	na	\$75.00	1	\$75.00
				Total Prime C	onsultant Other	Direct Cost:	\$275.00

Total Prime Consultant Cost: \$11,215.26

Sub-Consultant Costs: Attach Detail Sub-Consultant Cost Proposal	in the same format as the	Prime)				
Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Description	EA	WBS	Hours	Labor + ODC
PatChem Laboratories		Analytical Laboratory ADL/Metals	na	na	na	\$5,060.00
		Tota	al Sub Cons	sultant Costs:	0.00	\$5,060.00

Total Hours Total Amount Grand Total (Prime + Subs): \$16,275.26

EA Summary (Prime + Subs):

EA	Hours	Labor + ODC
na	136	\$16,275.26
Total:	136	\$16,275,26



SUB-CONSULTANT COST PROPOSAL

11990 Discovery Court Moorpark, CA 93021 Office: (805) 532-0012 Fax: (805) 532-0016

Page 1 of 1

Attn: William Nascimento
LAN Engineering Corporation
20 Empire Drive

Task: Washington Street Interchange Project
Task Amount: \$5,060.00

Task Period of Performance:

TBD

Sub-Consultant Costs:

Lake Forest, CA 92630

Direct Labor Costs:

Employee Name	Classification	Regular / OT	EA	WBS	Billing Rate	Hours	Labor Cost
		1-					
			Total Sub-Co	onsultant Di	ect Labor Cost:		

Other Direct Costs:

Name / In House / Vendor	Description	Reference No.	EA	WBS	Unit Price	No. of Units	ODC
PatChem	Total Lead	EPA Test Method 6010	na	na	\$25.00	62	\$1,550.00
PatChem	Soluble Lead - STLC Cal WET- Citric	EPA Test Method 3010 prep/analysis	na	na	\$60.00	30	\$1,800.00
PatChem	Soluble Lead - TCLP	EPA Test Method 1311 prep/analysis	na	na	\$80.00	15	\$1,200.00
PatChem	рН	EPA Test Method 9045C	na	na	\$10.00	15	\$150.00
PatChem	Soluble Lead - STLC Cal WET- DI	EPA Test Method 1311 prep/analysis	na	na	\$60.00	6	\$360.00
				Total Sub-C	onsultant Other	Direct Cost:	\$5,060.00

Total Sub-Consultant Cost: \$5,060.00

Grand Total (Sub-Consultant): Total Hours Total Amount \$5,060.00

EA Summary (Sub-Consultant)

EA	Hours	Labor + ODC
na	na	\$5,060.00
Total:	N/A	\$5,060.00



Stantec Consulting Corporation 25864-F Business Center Drive Redlands, CA 92374 Tel: (909) 335-6116 Fax: (909) 335-6120

February 26, 2009

Mr. William Nascimento LAN Engineering Corporation 20 Empire Drive Lake Forest, CA 92630

RE: AERIALLY DEPOSITED LEAD WORK PLAN/ACM-LBP WORK PLAN

Washington Street IC Project San Bernardino County, California

Dear Mr. Nascimento,

As requested, Stantec Consulting Corporation (Stantec), formerly SECOR International Incorporated, is pleased to present this Work Plan to conduct an Aerially-Deposited Lead Investigation, an Asbestos-Containing Materials (ACM) Survey, and a Lead-Based Paint Survey of the Washington Street Interchange (Washington IC) with Interstate-215 (I-215) for Lim and Nascimento Engineering Corporation (LAN). This is a project that involves realigning and widening the existing Washington Street Bridge, realigning the on- and off-ramps, and realigning adjacent roads to improve the traffic flow in the vicinity of the bridge. The requested scope of work required ACM and LBP surveys for the bridge. However, the scope of the ACM/LBP field work was included in the statement of work (SOW) for the I-215 Bi-County HOV Gap Closure Project (Bi-County Project). Similarly, ADL field sampling and analysis along the freeway was also included in the SOW for the Bi-County Project and is not duplicated in this SOW. However, the results of the ACM/LBP and ADL sampling activities included in the SOW for the Bi-County Project will be included in the Washington Street IC Project report. This work plan and scope of work has been prepared for LAN in accordance with Caltrans, District 8 protocol for similar projects in the area.

SCOPE OF WORK

The scope of work will included the following general elements:

- Task 1 Aerially-Deposited Lead Investigation along the roadways where soils will be disturbed during construction activities.
- Task 2 Lead-Based Paint Survey on the Washington Street Bridge.
- Task 3 Asbestos-Containing Materials Surveys on the Washington Street Bridge.

The following sections describe the scope of work for each task described above.

TASK 1 - AERIALLY DEPOSITED LEAD (ADL) INVESTIGATION TASKS

The objective of the ADL investigation is to evaluate lead concentrations in the subsurface soil profile within the construction zone and to make recommendations for any special handling or disposal of lead impacted soil. In preparing this proposal, Stantec contacted Ms. Rosanna Roa to evaluate the appropriate sampling protocol for this highway project.

Lim and Nascimento Engineering Corporation ADL INVESTIGATION, ASBESTOS, and LEAD-BASED PAINT SURVEY WORK PLAN



Stantec will sample and analyze for aerially deposited lead (ADL) in unpaved areas which may potentially be disturbed during construction activities. As part of the ADL survey, soil samples will be collected from hand auger borings at depth discrete intervals not to exceed 3 feet below ground surface (bgs) in order to obtain a representative data set for laboratory analysis. Soil removed during hand auguring will be placed back into the boring. The proposed scope of work is intended to evaluate whether excavated soil generated during the proposed improvements will result in the need for special handling or disposal (as defined by Title 22 of the California Code of Regulations) with respect to ADL.

Stantec has subdivided the proposed scope of work into subtasks for clarification. The attached cost estimate is based on all associated costs necessary to execute the project.

Prefield Activities

Stantec will prepare a site specific Health and Safety Program to be prepared and implemented during field sampling. Stantec will collect ADL samples on the shoulders of proposed sliver widening and no lane closure will be required. No samples will be collected below areas currently covered by pavement or within 6 feet of pavement. If necessary, Stantec will mark the proposed sampling locations and contact Underground Service Alert (USA) for utility clearance.

Field Investigations

To evaluate ADL, Stantec proposes to advance approximately 20 hand auger borings in the vicinity of the proposed improvements (borings will be advanced on both on- and off- ramps to Washington Street, on each side of the pavement) to a maximum depth of 3 feet below ground surface (bgs). Three samples will be collected from each boring at 0.5-1.0, 1.5-2.0, and 2.5-3.0 feet bgs for a total of 60 samples. As per instruction from Caltrans District 8 Environmental Manager, Rosanna Roa, borings will be spaced at approximately 300-foot intervals in order to generate a representative data set along the corridor. No borings will be advanced outside of the existing right-of-way or in existing paved areas.

ADL samples will be collected directly from the hand auger bailer, manually homogenized in the field, and discharged into plastic Zip Lock bags. All soil sampling equipment will be decontaminated before advancing at each boring location. Each sample will be labeled with the sample identification indicating a borehole ID, sample depth, sample date, and sample time. All samples will be annotated on chain-of-custody forms and delivered to a laboratory certified by the California Department of Health Services Environmental Laboratory Accreditation Program for the analyses indicated herein.

Laboratory Analysis

To evaluate appropriate handling procedures for excavated soil as a result of proposed road improvements, selected ADL samples will be analyzed in a California certified laboratory for total lead concentration (TTLC). Samples exceeding 50 mg/kg for total lead will be analyzed for soluble lead following the California Waste Extraction Test (Cal WET-citric), for pH, and for soluble lead following the California Waste Extraction Test (Cal-WET-DI) using deionized water. Based on previous investigations and for purposes of preparing a cost estimate, Stantec is estimating that approximately 50% of the total lead samples will require analysis by Cal WET-citric. The Toxicity Characteristic Leaching Procedure (TCLP) analysis will be run on samples where the STLC Cal WET-citric results exceed 5 mg/L. Based on previous investigations and for purposes of preparing a cost estimate, Stantec is estimating that approximately 50% of the Cal WET-citric samples will require analysis by TCLP and Cal WET – DI (using deionized water as an extractant).

Samples will be analyzed by the following test methods:

Total Lead
Soluble Lead (Cal WET-citric)
Soluble Lead (Cal WET-DI)

EPA test method 6010B EPA extraction method 3010 DHS modified EPA extraction method 3010

Lim and Nascimento Engineering Corporation ADL INVESTIGATION, ASBESTOS, and LEAD-BASED PAINT SURVEY WORK PLAN



TCLP pH EPA extraction method 1311 EPA test method 9045C

Stantec is estimating out of 20 borings that approximately 60 samples will be analyzed for total lead, 30 samples by STLC Cal WET-citric, 15 samples by TCLP and pH, and 6 samples by STLC Cal WET-DI. For purposes of QA/QC, one equipment blank, a sample of analyte-free water poured over/through the decontaminated field sampling equipment prior to the collection of environmental samples, will be collected before and after sampling each day, for a total of 2, and analyzed for total lead. If the number of analyses exceeds these estimates, LAN Engineering will be informed prior to ordering additional analyses to process a cost adjustment.

Statistical Evaluation and Report Preparation

Upon receipt of laboratory analytical data and prior to report preparation, Stantec will statistically evaluate the ADL data. The data evaluation will be performed prior to report preparation to determine whether additional sampling and/or analyses are required to improve the statistical quality of the data. If additional investigation and sampling becomes necessary, Stantec will discuss these requirements with LAN and, with LANs approval, submit a change order for the additional work.

Upon completion of the scope of work and field activities described herein, Stantec will prepare a report summarizing the ADL survey results. The report will include results of the field investigation, including ADL statistical analysis, a sample location map, a photographic log, and laboratory analytical results. The results will be summarized in tables and on figures to facilitate review. The reports will include recommendations for classification, handling, and disposal of soils.

TASK 2 - LEAD-BASED PAINT (LBP) SURVEY

The Washington Street IC Project and the I-215 Bi-County HOV Gap Closure Project both require LBP sampling on the Washington Street Bridge. The workplan and costs for the Bi-County project cover the tasks necessary to complete the bridge LBP survey. As a result, no additional sampling is necessary for this project. Stantec will include the Bi-County Washington Street Bridge LBP Survey in the Washington Street IC Project report.

TASK 3 - ASBESTOS CONTAINING MATERIALS (ACM) SURVEY

The Washington Street IC Project and the I-215 Bi-County HOV Gap Closure Project both require ACM sampling on the Washington Street Bridge. The workplan and costs for the Bi-County project cover the tasks necessary to complete the bridge ACM survey. As a result, no additional sampling is necessary for this project. Stantec will include the Bi-County Washington Street Bridge ACM Survey in the Washington Street IC Project report.

Stantec trusts that the information obtained in this scope of work will be sufficient for approval and implementation of the proposed investigation. Should there be any questions concerning the planned field activities, please contact the undersigned at (909) 335-6116.

Respectfully submitted,

Stantec Consulting Corporation

Anne E. Perez

Stantec Task Manager Tel: 909.335.6116 x2242

Fax: 909.335.6120

Email: Anne.Perez@stantec.com

Kevin K. Miskin, P.E. Stantec Project Manager Tel: 909.335.6116 x2225

Fax:909.335.6116 x222

Email: Kevin.Miskin@stantec.com

Amendment No. 1 I-215 Barton Road Interchange Project

Value Management Systems



ATTN: William Nascimento, PE, SE Lim & Nascimento Eng. Corp. 1887 Business Ctr Dr., #6 San Bernardino, CA 92408

Cont	ract N	lo.: (03-046
Task	Orde	r No	.: 7

Task Order Period of Performance: 4/1/2007 to _____

Task Order Amt.:

LAN Consultant Project/Job/Reference No.: SNBG0702

Prime Consultant Costs:

Direct Labor Costs:

Employee Name	Classification	Regular / OT	EA	WBS	Billing Rate		Hours	Labor Cost
TBD	Program Manager	Regular	08-0J0700	Varies	\$	297.10	4	\$1,188.40
TBD	Team Leader	Regular	08-0J0700	Varies	\$	221.86	122	\$27,066.92
TBD	Project Coordinator	Regular	08-0J0700	Varies	\$	125.40	8	\$1,003.20
TBD	QAVQC	Regular	08-0J0700	Varies	\$	142.76	8	\$1,142.08
TBD	Administrator	Regular	08-0J0700	Varies	\$	80.06	2	\$160.12
TBD	Clerical Support	Regular	08-0J0700	Varies	\$	96.46	48	\$4,630.08
			Total Prime	Consultant Di	rect La	bor Cost ·	192	\$35,190.80

Other Direct Costs:

Name / In House / Vendor	Description	EA	WBS	Unit Price	No. of Units	ODC
Airport Transportation	Each	08-0J0700	Varies	\$90.00	3	\$270.00
Travel-Airfare	Each - RT	08-0J0700	Varies	\$600.00	3	\$1,800.00
Lodging/Hotels	Each	08-0J0700	Varies	\$130.00	7	\$910.00
Meals and Incidentals	Day	08-0J0700	Varies	\$40.00	7	\$280.00
Car Rental	Each	08-0J0700	Varies	\$75.00	7	\$525.00
Parking	Each	08-0J0700	Varies	\$15.00	7	\$105.00
Outside Vendor ODC	Printing / Reproduction	08-0J0700	Varies	\$0.10	6000	\$600.00
Outside Vendor ODC	Express Mail	08-0J0700	Varies	LS	250	\$250.00
Miscellaneous ODC		08-0J0700	Varies	LS		\$0.00
			Total Prime	Consultant Othe	er Direct Cost:	\$4,740.00

Total Prime Consultant Cost: \$39,930.80

Sub-Consultant Costs:						
(Attach Detail Sub-Consultant Cost Proposa	in the same format as th	e Prime)				
Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Description	WBS	EA	Hours	Labor + ODC
		То	tal Sub Cons	ultant Costs:	0	\$0.00

Grand Total (Prime + Subs): Total Hours Total Amount

192 \$39,930.80

EA Summary (Prime + Subs):

EA	Hours	Labor + ODC
08-0J0700		
Total:		

Approval Signatures:		
	APPROVE	D:
	Chillent Naviores o	
Date Sub Consultant Project Manager	William Nascimento, PE Prime Consultant Project Man	2/26/2009 Date

Amendment No. 1 I-215 Barton Road Interchange Project

Value Management Systems



Prime Consultant Hours:

WBS	Classification	Program Manager	Team Leader	Project Coordinator	aNac	Administrator	Technical Editor	Total Hrs	
		\$297.10	\$221.86	\$125.40	\$142.76	\$80.06	\$96.46		
2.160	Perform Preliminary Engineering Studies And Draft Project Report		8	4550	9 5558	367		3.4.4.1.1	April 1
2.160.10				1873	E 5148	W	31	SERVICE T	
2.160.10.20	Value Analysis								
	PRESTUDY - Preparation and Coordination	4	24	4		2	4	38	\$7,560.60
	SEGMENT 1&2 - VA Study		50					50	\$11,093.0
	SEGMENT 3 - Preliminary Report		24	2			24		\$8,461.52
	SEGMENT 3 - Implementation Meeting and Final Report		24	2	4		20	50	\$8,075.68
	Total PA/ED	4	122	8	8	2	48	192	\$35,190.80

TASK ORDER – SCOPE OF SERVICES February 2009 Value Management Strategies, Inc.

I. Project Description

The Contractor shall assist with preparing and distributing a Value Analysis (VA) study of the project described below:

I-215 Washington/Mt Vernon IC Improvements

II. Team Authority and Coordination:

VA Study to comply with NHS VE mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers.

Study Coordination:

R. Terry Hays, Project Coordinator, Value Management Strategies, Inc TBD, Team Leader Value Management Strategies, Inc. Sam Saghafi, LAN Engineering D-8 Caltrans

III. Study Participants and Schedule

The VA Study is to follow the activities as defined in the Caltrans VA Activity Chart. The list of VA Study participants will be developed by Caltrans and LAN Engineering. The study will be five days, at a date TBD. A pre-study meeting will be scheduled no later than the week prior to the start of the study. Once the Draft report has been reviewed the project stakeholders, and implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

IV. Period of Performance

LAN Engineering shall provide the Contractor with written approval prior to commencement of any work.

Work under this Task Order shall begin on a date TBD or upon final approval of this Task Order. Pre-study, data collection and dissemination shall begin on a date TBD.

V. Scope of Services

The required services are to lead a VA study of the above-described project. The scope of the work shall include but is not limited to the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this task order.
- Provide the following technical team members for the following disciplines:
 - None to be provided by VMS.

I-215 Washington/Mt Vernon IC Improvements

- Conference rooms will be provided by LAN, or Caltrans.
- Ensure that applicable data and correspondence, any other relevant information necessary for the VA study is collected, developed and distributed.
- Facilitate VA Team Meetings.

VI. VA Deliverables

The VA Team Leaders are responsible for the following:

- Develop the draft VA study charter (Attachments A, B and C per the Caltrans Team Guide.
- Leading VA Study. Participants should include representatives of; including the Project Manager, Caltrans and LAN Engineering, project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies).
- Complete the Preliminary VA Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
 - A distribution list for the VA reports must be developed with the Project Manager.
 - Submit Preliminary VA Report as an electronic copy; no more than 2-weeks following Initial VA Presentation, as specified in the report distribution list.
 - The preliminary report will be in Electronic format.
- Coordinate with LAN Engineering and Caltrans on the project stakeholders' responses to the
 preliminary VA report and prepare for an implementation meeting to resolve the disposition
 of the VA alternatives, finalize the VA study reportables (costs, performance and value
 indices).
- Submit Final VA Report as specified in Caltrans VA Report Guide Third Edition. Report
 should be submitted no more than 3 weeks following VA Final Presentation. Final VA
 report will be an electronic copy in PDF format of the entire report and a separate file in
 excel format of the VA study summary report.
- If all VA Alternatives are not resolved at the Implementation Meeting, an Implementation Action Memo will be submitted within 3 working days detailing what work needs to be completed in order to develop final disposition of the VA Alternatives, who is responsible for this action and when it is due. The team leader will follow up with PM from LAN Engineering and other responsible parties to resolve these open items. Once all items have been resolved, the Final Report will be completed.
- Provide Caltrans HQ VA Program Manager copies of electronic copies of the Preliminary and Final Reports and the VASSR so that they can include the study in their annual reports to FHWA.

VII. Reports and/or Meetings

The Contractor shall submit progress reports, and meet with LAN Engineering, as needed, to discuss progress on the study.

The Contractor shall schedule and facilitate the Pre-Study, VA Study and Implementation meetings at a date and time to be determined by the LAN Engineering, and Caltrans Project Manager.

Lim And Nascimento Engineering Corporation



ATTN: Gilbert Bettencourt

SANBAG

1170 W. 3rd Street, 2nd Floor San Bernardino, CA 92410-1715 Contract No.: 03-046 Task Order No.: 9

Task Order Period of Performance: 2/17/09 to _

Task Order Amt.:

\$2,147,556,78

LAN Consultant Project/Job/Reference No.: SNBG0901

Prime Consultant Costs:

Direct Labor Costs:

Employee Name	Classification	Reguiar / OT	EA	WBS	A	ve Rate	Hours	Labor Cost
W. Nascimento, PE, SE	Sr. Project Manager/Task Manager	Regular	08-45990K	Varies	\$	200.00	1,327	\$265,400.00
Staff	Sr. Project Engineer/Sr. Bridge Engineer	Regular	08-45990K	Varies	\$	160.00	510	\$81,600.00
Staff	Project Engineer/Bridge Engineer	Regular	08-45990K	Varies	\$	135.00	2,035	\$274,725.00
Staff	Associate Engineer	Regular	08-45990K	Varies	\$	115.00	2,550	\$293,250.00
Staff	Design Engineer	Regular	08-45990K	Varies	\$	95.00	3,540	\$336,300.00
Staff	Assistant Engineer	Regular	08-45990K	Varies	\$	75.00	1,275	\$95,625.00
Staff	Sr. CADD	Regular	08-45990K	Varies	\$	110.00	610	\$67,100.00
Staff	CADD	Regular	08-45990K	Varies	\$	85.00	1,235	\$104,975.00
Staff	Jr. CAD	Regular	08-45990K	Varies	\$	60.00	185	\$11,100.00
Staff	QA/QC	Regular	08-45990K	Varies	\$	185.00	411	\$76,035.00
Staff	Administrator	Regular	08-45990K	Varies	\$	60.00	1,603	\$96,180.00
			Total Prime C	onsultant Dir	ect Lai	bor Cost :	15,281	\$1,702,290.00

Other Direct Costs:

Name / In House / Vendor	Description	EA	WBS	Unit Price	No. of Units	ODC
Mileage	Travel	08-45990K	Varies	\$0.55	1000	\$550.00
Travel-Airfare	Each - RT	08-45990K	Varies	\$600.00		\$0.00
Car Rental	Each	08-45990K	Varies	\$50.00		\$0.00
Parking	Each	08-45990K	Varies	\$22.00		\$0.00
Outside Vendor ODC	Printing / Reproduction	08-45990K	Varies	\$0.10	450000	\$45,000.00
Outside Vendor ODC	Express Mail	08-45990K	Varies	\$11.00	250	\$2,750.00
Miscellaneous ODC		08-45990K	Varies	LS		\$2,500.00
			Total Prime C	onsultant Othe	r Direct Cost:	\$50,800.00

Total Prime Consultant Cost:

\$1,753,090.00

(Attach Detail Sub-Consultant Cost Propos	sal in the same format as t	he Prime)				
Name of Sub-Consultant	DBE/DVBE/SBE	Reference/Description	WBS	EA	Hours	Labor + ODC
Associated Engineers (Supplemental Survey		Varies	08-45990K	353	\$44,925,29	
Kleinfelder (Materials & Fdn Memo)			Varies	08-45990K	654	\$87,052.00
Stantec (Hazerdous Waste)			Varies	08-45990K	755	\$109,452.15
OPC (R/W Data Sheets)			Varies	08-45990K	495	\$58,875.00
MMA (Traffic Ops)			Varies	08-45990K	308	\$45,313,50
VMS (Value Analysis Study)			Varies	08-45990K	172	\$34,893.80
STB (Landscape Architecture)			Varies	08-45990K	212	\$13,955.24
		То	tal Sub Cons	ultant Costs:	2,949	\$394,466.78

Grand Total (Prime + Subs): Total Hours Total Amount 18,230 \$2,147,556.78

EA Summary (Prime + Subs):

pproval Sigi	natures:		 	

William Nascimento, PE Prime Consultant Project Manager 2/27/2009 Date

APPR	OVED:
Gilbert Betancourt, PE	Date
Project Manager	5 4.0



					,										
Mago	Classifiantina		SR PM / TASK MANAGER	SR PROJECT/BRIDGE ENGINEER	PROJECT/BRIDGE ENGINEER	ASSOCIATE ENGINEER	DESIGN ENGINEER	ASSISTANT ENGINEER	SR CADD	CADD	JR. CAD	aAQC	ADMIN	Tota	
WBS	Classification	Estimated Rate->	\$200.00	\$160.00	\$135.00 P	\$115.00 A	\$95.00 D	\$75.00 A	\$110.00	\$85.00	\$60.00 JE	\$185.00	\$60.00	Hrs	Total
0.100	Perform Project Management	LAN	832	2									1248	2080	\$241,28
2,160	Perform Prefirmingry Engineering Studies And Draft Project Reports		- 7	Š.,					μ.	5 5 5				-264g	W . E
2.160.05	Updated Project Information	0.5000000000000000000000000000000000000	17	16.7	5.,	10.5		0.5		100	Sies	cu.		-V7 (0	
2.160.05.05	Review Exist Data	LAN		10						10				30	\$3,800
2.160.05.25	Geometrics Review	LAN	10	4—	40			_		_	<u> </u>	5	<u> </u>	135	
2,160.05.30 2.160.05.35	Project Scope Review Project Cost Estimate Review	LAN	_	+	40	40	60	\vdash	┢─	-	\vdash	5		125 70	
2 160 10	Engineering Studies	fut - Grand and an	E223	255	D500.0		WAY.	12.5	22.52	STEEN'S	27.00	BERG	ECSE?	24.010	
2.160.10.10	Traffic Forecasts/Modeling	Iteris												0	
2.160.10.15	Geometric Plans For Project Alternative	LAN	50		100				100	200		40	25	815	
2.160.10.20	Value Analysis Value Analysis	VMS	+	+-	20	20	40	20		40	\vdash	5	15	160	\$15,525
2.160.10.25	Hydraulics/Hydrology Studies	LAN			200	200	400			100		10	40	950	\$100,750
2.160.10.30	Highway Planting Design Concepts	LAN			0								ت	0	
2.160.10.30	Highway Planting Design Concepts	STB												0	
2.160.10.35	Traffic Operational Analysis and Forecast	AMM	 	\vdash		-		- 40			_			0	
2.160.10.40	Right Of Way Data Sheet Right Of Way Data Sheet	LAN OPC	10	1	20	40		40	-		_		_	110 0	
2.160.10.45	Utility Locations Determined For Preliminary Engineering	LAN		1	100	100	200						\vdash	400	
2.160.10.50	Railroad Study	LAN	50	50		150								450	\$54,250
2.160.10.70	Traffic Studies	LAN	5	_	10		10	25					5	55	\$5,475
2.160.10.70	Traffic Studies Materials Information	MMA KLEINFELDER	├		\vdash	_	-	-	-					0	
2.160.10.73	Geotechnical Information	KLEINFELDER	\vdash	1	_	\vdash			-	\vdash	_		-	0	
2.160.10.85	Structures Advanced Planning Study (APS)	Pitta of the total	577	200	REAL	76.57	50 il Si	40	9.Foy.!	(650)	100	U		10	
2.160.10.85.05	Structures Preliminary Foundation Report (PFR)	KLEINFELDER												0	
2.160.10.85.30		LAN	40		320	400			400	400		40		2200	\$252,600
2.160.10.90	Prepare HOV Report HOV Report	LAN Iteris	10	H	\vdash	20	50	100	100		15	- 5	25	325 0	\$30,875
2.160.10.95	Preliminary TMP	LAN		40				\vdash	\neg	\neg	_	5	5	50	\$7,625
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2.160,15.05	Cost Estimates For Alternatives	LAN	10	25	75	150	200	100		20				580	\$61,575
2.160.15.10	Fact Sheet For Exceptions To Design Standards	LAN	10	40	40	100	100	100		20	20	5	25	460	\$47,625
2.160.15.15	Approved Exceptions To Encroachment Policy Draft Project Report	LAN LAN	10	10	400	200	100	100	_	10 20	_	5 10	5 40	70 880	\$7,075 \$101,950
2.160.15.25	Draft Project Report Circulation, Review, & Approval	LAN	10		10	200	100	-100		-20	-	40	10	70	\$11,350
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2.160.20	Engineering and Land Net Surveys	LAN	10				20	20	10	50				110	\$10,750
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2.170.05	Required Permits	LAN	25										5	30	\$5,300
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	Displays For Public Hearing Map Displays And Public Hearing Plan	LAN LAN	10	10	\vdash	30	\vdash	150 150	-	-		5 5	-	205 205	\$19,225 \$19,225
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	Public Comment Responses and Correspondence	LAN	20	20		30						5		75	\$11,575
	Project Preferred Alternative	LAN	20	20		30						5	10	85	\$12,175
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	Approved Project Report Updated Storm Water Data Report	LAN		\vdash	40	30	50	150				25		295	\$29,475
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	Roadway And Misc. Design Proposed Geometrics Review	LAN LAN	40	50	100	300	300			200	100	400		1090	\$115,500
	Requests For Exceptions To Design Standards	LAN	40	\vdash	100 300	100	400		-	100	50	100	20 40	320 950	\$44,700 \$104,100
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TASK ORDER NO. 9 BI COUNTY HOV PROJECT STUDY REPORT/ PROJECT REPORT, GEOMETRIC APPROVAL DRAWINGS AND ASSOCIATED DESIGN EXCEPTIONS

Date: Wednesday, February 11, 2009

Consultant Firm: Lim & Nascimento Engineering Corporation

Contract No.: 03-046

Project Title: I-215 Bi-County Engineering Services

I. Task Order Description

CONSULTANT shall perform professional and technical engineering services. The project limits are in the County of San Bernardino and County of Riverside on Interstate 215 from State Route 60 northerly to Orange Show Road north of Interstate 10.

The purpose of this task order is to develop project study report/project report and geometric approval drawings with associated design exception approval for the Bi County HOV project in accordance with Caltrans guidelines, procedures and requirements. This task includes studying one alternative and reaching consensus with internal/external stakeholders. Once the a decision is made on layout of single alternative, a draft Project Study Report/Project Report will be prepared followed by a final Project Study Report/Project Report. In addition to obtain Project Study Report/Project Report Approval, Geometric Approval Drawings and associated Design Exceptions will be necessary.

II. Scope of Services

100.10 Project Management - PA & ED Component

Includes the management of the PA&ED component from initiation through completion. The services provided include the initiation, planning, execution, control, and closeout of the PA&ED component.

160.05 Updated Project Information

This activity includes review of the information assembled and developed during the PID, as well as a preliminary assessment of what additional information may be required during the project report and environmental document development.

End Product:

Understanding of project need and purpose, scope, cost and what additional studies may be required during the Project Report development.

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160.05.05 Review work performed to date

Guidance

Project Development Procedures Manual (PDPM), Chapter 10, Section1

160.05.25 Geometrics Review – Obtain as-built plans and R/W Information

Guidance

Highway Design Manual (HDM), Chapters 100 & 200 Project Development Procedures Manual (PDPM), Chapter 10, Sections 1 & 2

160.05.30 Project Scope Review - Define Problem

Guidance

Project Development Procedures Manual (PDPM), Chapter 8, Section 7; Chapter 10, Section 1

160.05.35 Project Cost Estimate Review

Guidance

Project Development Procedures Manual (PDPM), Chapter 10, Section 1; Chapters 6 & 20, All

160.10 Engineering Studies

This activity includes developing in more detail or updating those studies initiated during the PID. It also includes those additional engineering studies required to address new alternatives or revisions developed during the environmental process.

End product:

Refinement of project alternatives, and further design of all project features adequate for detailed discussion of project impacts in the environmental document and suitable for the initiation of final design.

160.10.10 Traffic Forecasts/Modeling

Includes all activities necessary to update and expand any previously completed travel forecast effort under WBS 150.05.25. Analyze travel-demand model data using Regional Transportation Planning Agencies (RTPA) traffic models when available. Prepare future traffic projections for intersections, highway mainlines and ramps for project level documents. Prepare traffic indices and design designations such as traffic index and equivalent single-axle load.

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Guidance

Project Development Procedures Manual (PDPM), Chapter 3. Section 7

Highway Design Manual (HDM) Chapter 600
California Department of Transportation Travel Forecasting
Guidelines

NCHRP 255 Highway Traffic Data for Urbanized Area Project Planning and Design

160.10.15 Geometric Plans for Project Alternatives

This includes horizontal and vertical alignments, cross sections, typical sections, construction staging/detours and building plans.

Guidance

Highway Design Manual (HDM), Chapters 100 & 200 Project Development Procedures Manual (PDPM), Chapter 10, Sections 1 & 2

End Product:

- Second Order Prepare Geometric Plans for Project Alternatives.
- Third Order Exceptions to Design Standards

160.10.20 Value Analysis

Guidance

Project Development Procedures Manual (PDPM), Chapter 19, All; Chapter 9, Article 3; Chapter 8, Section 6

160.10.25 Hydraulics/Hydrology Studies

Guidance

Project Development Procedures Manual (PDPM), Chapter 8, Sections 7

160.10.30 Highway Planting Design Concepts

Includes mitigation planting, replacement planting, and new planting.

Guidance

Project Development Procedures Manual (PDPM), Chapter 3, Section 12; Chapter 9, Article 7; Chapter 29, All

160.10.35 Traffic Operational Analysis

Evaluate the level of service that will result from alternative improvements to a facility. Includes all activities necessary to update and expand any

previously completed traffic capacity analysis (WBS 150.15.45). Includes the use of macroscopic and/or micro-simulation modeling, as appropriate, to perform traffic capacity/operational analysis on existing and future year project specific needs for State highways. Includes integrating, ramp metering, HOV lanes and intelligent transportation system needs The operational impacts of various improvements are estimated and compared as a basis for decisions making and evaluation of proposed alternatives.

Guidance

Highway Capacity Manual
HOV Guidelines
Ramp Metering Design Guidelines
Traffic Bulletins
California Manual on Uniform Traffic Control Devices
Project Development Procedures Manual (PDPM), Chapter
3, Section 7; Chapter 8, Section 7
Caltrans Guidelines for Applying Traffic Microsimulation
Modeling Software
FHWA Vol. III Guidelines for Applying Traffic
Microsimulation Model Software

160.10.40 Right of Way Data Sheet

Includes assessing R/W requirements, obtaining public records, and preparing or updating right of way cost estimates and Cost Estimate Maps

Business Practice:

Departmental recommendation is for Surveys/PERFORM RIGHT OF WAY ENGINEERING to create Cost Estimate Maps.

Quality:

Cost Estimate Maps shall meet or exceed specifications and standards as set forth in the Caltrans Plans Preparation Manual, Section 4-2(all).

End Products:

Right of Way Data Sheets

Cost Estimate Maps (part of the Right of Way Data Sheet deliverable.)

Guidance

Right of Way Manual - Forms and Exhibits, Chapter 4
Right of Way Manual - Reference Version, Chapter 4
Project Development Procedures Manual (PDPM), Chapter 3, Section 4 & 5; Chapters 6 & 20, All; Chapter 8, Section 7

160.10.45 Utility SEARCH & Locations Determined for Preliminary Engineering

Updated Utility Estimates, Utility Verification Maps, Verified Utility Locations transferred to plan sheet, Request for Pothole (Pos Loc), Pothole plan, Task Orders, Notice to Owner to Pothole, Report of Investigation to Pothole, Utility Agreement to Pothole, Potholed facility information transferred to plan sheets, and Utility Survey.

Guidance

Right of Way Manual - Forms and Exhibits, Chapter 13 Right of Way Manual - Reference Version, Chapter 13 Project Development Procedures Manual (PDPM), Chapter 3, Section 13; Chapter 8, Section 7

For Utility Surveys

Business Practice:

When Potholing activities are required to locate utility facilities the recommended procedure is:

- Caltrans representative, normally from Design or Utilities, is
 present during the potholing efforts. Representative will set
 reference points to the uncovered utilities noting the horizontal
 and vertical offsets between reference point and utility.
- Surveys will respond immediately, upon notification that reference points to utilities are set, tie the locations of reference points, calculate location of utilities, and provide information to requestor.
- This procedure will eliminate the need for survey crews to stand-by while utilities are being uncovered.

Quality:

Surveys must meet all requirements as set forth in the Caltrans Surveys Manual, Section 11.7-5.

End Products:

As defined in Caltrans Surveys Manual, Section 11.7-5. Products should be delivered in a design software project file containing three-dimensional location of tied utility facilities.

160.10.50 Railroad Study

Guidance

Right of Way Manual - Forms and Exhibits, Chapter 8
Right of Way Manual - Reference Version, Chapter 8
Project Development Procedures Manual (PDPM), Chapter 3, Section 4; Chapter 8, Section 7

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160.10.70 Traffic Studies

This Includes:

- · Prepare preliminary traffic design
- Perform Safety Analysis
- Traffic system and signal system review
- · Determine need for weigh in motion facility

Guidance

Traffic Manual, Ch.7Highway Capacity Manual

HOV Guidelines

Ramp Metering Design Guidelines

Traffic Bulletins

California Manual on Uniform Traffic Control Devices Project Development Procedures Manual (PDPM), Chapter 3, Section

7; Chapter 8, Section 7

160.10.75 Materials Information

Includes identification of Material sites and any required lab testing.

Guidance

Project Development Procedures Manual (PDPM), Chapter 3. Section 6

160.10.80 Geotechnical Information

This task includes preparation of the District Preliminary Geotechnical Report (DPGR) if it is not done during the PID phase (i.e. WBS 150.15.20). If the DPGR is completed for the project in the earlier component, then use this element to plan the effort needed to update or supplement DPGR should additional project information become available

Guidance

Project Development Procedures Manual (PDPM), Chapter 2, Section 9; Chapter 3, Section 6; Chapter 9, Article9; Chapter 20, Section 2

Highway design Manual Chapter 100, Topics 113 and 114; Chapter 200, Topics 203, 208, and 210; Chapter 800, Topics 802 and 805

160.10.85 Structures Advance Planning Study (APS)

Efforts required preparing or updating a Structures Advance Planning Study (APS).

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Guidance

Bridge Design Aids, Sections 10 & 11 Bridge Design Details, Sections 1-3 Bridge Design Memo to Designers, Sections 1, 2, & 17 **Bridge Design Specifications** OSFP Information & Procedures Guide, Chapters 2, 5, & 6 Project Development Procedures Manual (PDPM), Chapter 3. Section 8

160.10.85.05 Structures Preliminary Geotechnical Report (SPGR)

This task includes all efforts required to produce a Structures Preliminary Geotechnical Report (SPGR). An SPGR is required during the early stages of a project and shall be included as part of the Structures Advanced Planning Study. The SPGR is used to document existing foundation conditions, make preliminary foundation recommendations, and identify the need for additional investigations and studies. The SPGR shall provide, but not be limited to, the following:

- Project Location
- · Summary of Site Geology and Subsurface Conditions
- Scour Evaluation
- Corrosion Evaluation
- Preliminary Seismic Study
- As-Built Foundation Data
- Preliminary Foundation Recommendations
- Additional Field Work and Laboratory Testing

Guidance

Guidelines for Structure Foundation Reports. Chapter 2

160.10.85.30 Updated Structures Advance Planning Report (APR)

Efforts required updating a Structures Advance Planning Report (APR).

High Occupancy Vehicle Report 160.10.90

Efforts required for preparing a High Occupancy Vehicle (HOV) Report. Guidance

Project Development Procedures Manual (PDPM), Chapter 3, Section 7; Chapter 8, Section 7

160.10.95 Preliminary Transportation Management Plan

Efforts required for preparing or updating Preliminary Transportation Management Plan (TMP) which efforts includes:

- Refine estimate of proposed TMP strategies (from the PID component) and their respective costs
- Determine feasibility of using surface streets for traffic diversion
- Develop traffic handling plans with local agencies
- · Review and update TMP Data Sheet
- Coordinate lane closures for multiple projects in the same area to determine impact on this project
- Coordinate major closures with neighboring districts, H, and local agencies to determine impact on this project
- Coordination with TMP team (TMP Manager, DTM, PE, and Maintenance)
- · Begin preparation of traffic contingency plan
- Update TMP/lane closure database
- Place/adjust traffic signs and devices

Guidance

Deputy Directive 60 regarding TMP Requirements

TMP Guidelines

Traffic Manual, Ch.7Highway Capacity Manual

HOV Guidelines

Ramp Metering Design Guidelines

Traffic Bulletins

California Manual on Uniform Traffic Control Devices
Project Development Procedures Manual (PDPM), Chapter

3, Section 7; Chapter 8, Section 7

160.15 Draft Project Report

This activity includes all tasks required to develop the text, exhibits and cost estimate required for a Draft Project Report. This activity includes development and approval of any design exceptions that were not addressed during the PID. If only a Categorical Exemption/Exclusion is required, the draft Project Report is in itself the Final Project Report, and WBS 180 should not be used.

End product:

This activity is complete with the approval and distribution of the Draft Project Report, any Supplemental Draft Project Reports, or in the case where no Draft Environmental Document is required, the final Project Report.

160.15.05 Cost Estimates for Alternatives

Guidance

Project Development Procedures Manual (PDPM), Chapters 6 & 20, All; Chapter 8, Section 6

160.15.10 Fact Sheet for Exceptions to Design Standards

Guidance

Highway Design Manual (HDM), Chapter 80, Topic 82 Project Development Procedures Manual (PDPM), Chapter 10, Section 2; Chapter 21, All

160.15.15 Approved Exceptions to Encroachment Policy

Guidance

Project Development Procedures Manual (PDPM), Chapter 17, All

160.15.20 Draft Project Report

Guidance

Project Development Procedures Manual (PDPM), Chapter 10, Section 5;

160.15.25 DRAFT PROJECT REPORT CIRCULATION REVIEW & APPROVAL

Guidance

Project Development Procedures Manual (PDPM), Chapter 10, All Sections

160.20 Engineering and Land Net Surveys

Project Control Surveys, Data Surveys for Design, and Initial Land Net Mapping Control and topographic surveys for products supplied to Design, and surveys of existing land net and Right of Way Base Map development.

Business Practice:

Work for WBS 160.20.25, 160.20.30 and WBS 160.20.35 products may be performed in part or completely under WBS 220.05.05, 220.05.10 and WBS 220.10 respectively. Regardless of which WBS element products are created under, an effort should be made to have them completed prior to receipt of Right of Way requirements (WBS 185.25).

Work for WBS 160.20.50 – 160.20.70 products may be performed in part or completely under WBS 185.10.50 – 185.10.70 respectively. Determination of when work is performed should be based on type of project, STIP, SHOPP,

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Minor, etc. and Design's needs. An agreement for delivery schedule and deliverables should be negotiated with Design and filed with the project.

Quality:

Refer to Caltrans Surveys Manual, Chapters 5, 10 and 11, and Figure 5.1

End Products:

- Land Net Surveys
- Retracement Map
- Project Control Network
- Photogrammetric Control Surveys
- Design Software Project File
- Photogrammetric Maps and Products

160.30 **Environmental Study Request (ESR)**

Includes all Environmental, Design, and Right of Way efforts necessary to develop and complete an Environmental Study Request (ESR).

Guidance

Memo from Chief Engineer dated 28 November 2001

End Product:

A complete Environmental Study Request.

160.30.05 Maps for ESR

Prepare environmental study maps for the alternatives selected for further study. This activity includes preparation of only those maps not produced as part of other activities (such as 160.10.15-Prepare Geometric Plans for Project Alternatives) that are necessary for publishing in the Environmental Documents/Determination and related technical study reports.

Guidance

Standard Environmental Reference (SER) - Environmental Handbooks Vols. 1, 2, 3, and 4

Project Development Procedures Manual (PDPM), Chapter 10. Sections 3 & 4

Sub-tasks:

Mapping and plans include, but may not be limited to, the following:

- Project Vicinity Map.
- Project Location Map.
- Proposed Project/Alternatives Plans.
- Project R/W and adjacent parcel mapping.
- Hydrologic and flood plain mapping.
- Seismic and environmental geology mapping

End product:

Adequate project maps for initiation of environmental studies for the alternatives selected for further study. However, this activity may continue through the environmental process to address modifications and maps required for Environmental Documents/Determinations and related technical study reports.

165.10 General Environmental Studies

Perform environmental technical studies, other than for Biology and Cultural Resources, and prepare technical reports and other work products documenting study results.

End Product:

All technical study reports necessary for the preparation of a project's Environmental Document, other than those related to Biology (See WBS 165.15) and Cultural Resources (see WBS 165.20).

165.10.50 Hazardous Waste Preliminary Site Investigations

Perform all activities related to one or more Preliminary Site Investigations (PSIs) as defined under procedures, and prepare a technical report documenting study results.

Note 1: If the Initial Site Assessment was not prepared during the PID, ISA work completed during WBS 165 should be captured under 150.20.10.

Note 2: Typically this work may be done through the consultant contract process. Consultant selection and administration activities should be captured under WBS 100.20.

Guidance

<u>Standard Environmental Reference (SER) - Environmental</u> <u>Handbook Vol. 1, Chap. 10</u>

Project Development Procedures Manual (PDPM), Chapter 10, Sections 3 & 4; Chapter 18, All Sections

Sub-tasks:

- Review and, if necessary, update Initial Site Assessment.
- Transfer funding from project to hazardous waste contract to cover task order cost.
- Prepare technical report.
- Prepare abstract for inclusion in Environmental Document text.
- Prepare transmittal memo outlining study results, potential significance of impacts and significance criteria, and proposed mitigation measures.

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End product(s):

- Technical Report
- Technical report Abstract for use in Environmental Document text
- Transmittal memo

170 Permits, Agreements, and Route Adoptions during PA&ED Component

Work during PA&ED Component involved in identifying and obtaining necessary permits, agreements, and/or route adoptions needed for project construction.

Note: Agreements or permits specific to other level 5 activities are NOT included as part of this work.

170.05 Required Permits

This activity includes all work, normally prior to approval of the PR and FED, required in order to determine what permits may be required or may not be required.

Note: This does not include coordination with resource agencies covering the scoping and NEPA/404 MOU process covered under activities 150.10.05, 150.20.20, 165.05.10, and 165.15.15.

Guidance

Environmental Handbook Vol. 3, Chapter 3 and 4

Project Development Procedures Manual (PDPM), Chapter 2,

Section 7; Chapter 3, Section 2; Chapter 13, Articles 1 & 2

End Product:

A list of what specific permits are required and from what agency and/or a memo to file of what permits were considered but not pursued and for what reason.

170.10 Permits

All work involved in obtaining permits, including:

- · Discussions and negotiations with the permitting agency.
- Preparation of the permit and attachments such as exhibits, maps, etc.
- · Obtain funds for any required permit fee.
- · Submit permit application.

End product:

The permits from each applicable permitting agency have been received.

170.15 Railroad Agreements

All work involved in preparing a Railroad Service Contract, a Railroad Construction and Maintenance Agreement, and PUC application.

End Product:

Transmittal of a Clearance Memo from the Structures Agreements Section to Office Engineer, project cannot be advertised prior to this clearance.

175.10 Public Hearing

Perform all tasks for the purpose of preparing and holding Public Hearing for a project.

End Product:

Distribution of the record of Public Hearing

175.10.15 Displays for Public Hearing

Preparation of any displays, exhibits, equipment, signs, models, or other physical features for use at the public hearing.

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)

Project Development Procedures Manual (PDPM), Chapter 11, All Sections

175.10.25 Map Display and Public Hearing Plan

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)

Project Development Procedures Manual (PDPM), Chapter 11, All Sections

175.10.35 Public Hearing

Includes all remaining activities relating to holding the public hearing.

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Guidance

<u>Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)</u>

Project Development Procedures Manual (PDPM), Chapter 11, All Sections

other 175.10 elements.

175.15 Public Comment Responses and Correspondence

Includes the formal response to comments on the DED for the preparation of the Final Environmental Document (FED).

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)

Project Development Procedures Manual (PDPM), Chapter 11, All Sections

Sub-Tasks:

None identified.

End Product(s):

Printed copies of the responses to comments or the complete text, figures, tables, etc. ready for inclusion into the FED

175.20 Project Preferred Alternative

Identify the project's preferred alternative to be carried forward in the Project Report (PR) and Final Environmental Document (FED).

Guidance

Standard Environmental Reference (SER) - Environmental Handbook Vol. 1, Chap. 37 (Joint Document Preparation and Processing)

Project Development Procedures Manual (PDPM); Chapter 12. Section 2

Sub-Tasks:

- Assemble all the data needed to make the selection of the preferred alternative.
- PDT and other meetings to select the preferred alternative.

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 Prepare and submit to the NEPA/404 Agencies, a request for concurrence with the Least Environmentally Damaging Practicable Alternative (LEDPA) determination and conceptual mitigation plan.

End Product:

Minutes of the PDT meeting documenting the selection, and agreements with other agencies

180 Prepare and Approve Project Report

Work involved in the preparation, review, and approval of a Project Report.

180.05 Final Project Report

Includes all work beyond the approval of the Draft Project Report (160.15) leading to and including approval and distribution of the Project Report.

Note: If only a Categorical Exemption/Exclusion is required, the draft Project Report constitutes the Final Project Report and WBS 180 should not be used.

End Product:

Approved copies are made and distributed.

180.05.05 Updated Draft Project Report

Includes the Preferred Alternative selection and updating the cost estimate.

Guidance

Project Development Procedures Manual (PDPM), Chapters 12 and 13, All Sections

180.05.10 Approved Project Report

Includes any review and revision as needed due to comments made during circulation.

Guidance

Project Development Procedures Manual (PDPM), Chapters 12 and 13, All Sections

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180.05.15 Updated Storm Water Data Report

Guidance

Project Planning and Design Guide (PPDG), Section 6; Appendix E

185 Prepare Base Maps and Plan Sheets during PS&E development

Work during PS&E development involved in the preparation of geometric base maps and functional base plan sheets, including review of existing project information, gathering appropriate mapping, conducting additional studies. Final products of this activity include Maps-to-R/W and plan sheets to other functional units.

185.10 Engineering and Photogrammetric Surveys

Produce the mapping and survey control necessary for PS&E. This supplements the mapping and control surveys that was produced for the Project Report stage. (See WBS 160.20).

End product:

- Project Mapping for PS&E
- Project Survey Control for PS&E

185.10.50 Control Surveys

Involves all facets of control survey work related to a project; bringing control from Basic (Corridor) Control and adjacent projects, establishing primary control throughout the project, and establishing supplemental control for the project.

Business Practice:

Horizontal project control should be created as a single adjusted network.

The department's preferred level of accuracy for horizontal project control is 1st Order.

Work for this product may be performed under WBS 160.20.50 or WBS 185.10.50. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

Quality:

Control must meet all accuracy standards and methodology requirements as set forth in the Caltrans Surveys Manual, Chapters 5, 8, 9, and Figure 5.1

End Products:

- Permanent Project Control Monumentation
- Project Control Diagram
- Project Control Report
- Inclusion of control points in electronic control database

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Note:

Does not include control set for aerial mapping products.

185.10.55 Photogrammetric Maps and Products

Includes preparing mapping request, flight line and control distribution planning, pre-marking control survey, aero-triangulation, contract administration, 3-D compilation, map assembly, data conversion, quality control and digital terrain modeling.

Business Practice:

Work for this product may be performed under WBS 160.20.55 or WBS 185.10.55. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

Quality:

Control must meet all accuracy standards and methodology requirements as set forth in the Caltrans Surveys Manual, Chapters 5, 8, 9, and Figure 5.1

For Photogrammetric Products refer to Caltrans' Users Guide to Photogrammetric Services

End Products:

- Flight Line Layout
- Pre-Marking Control Survey
- Design Project File
- CADD Drawing File

185.10.60 Engineering Surveys

Includes all facets of work; research, planning, field survey, processing and adjusting data, and creating Design Project File, required to perform a topographic survey for delivery to Design.

Business Practice:

Work for this product may be performed under WBS 160.20.60 or WBS 185.10.60. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

Quality:

All products must meet or exceed criteria as set forth in the Caltrans Surveys Manual, Chapters 5 and 11, and Figure 5-1.

End Products:

Design Software Project File, containing any or all of the following;

Topography

San Bernardino Associated Governments
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- Structures
- Utility Locations
- Monitoring Surveys
- Vertical Clearance

185.10.65 As-Built Centerline Surveys

All work required locating and documenting existing facility centerline. Includes planning, research, field survey, processing and adjusting data, and preparing the As-built Centerline Alignment map.

Business Practice:

Work for this product may be performed under WBS 160.20.65 or WBS 185.10.65. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

Quality:

For centerline location, surveys should be performed in a manner to ensure meeting Caltrans General Order standards as listed in the Caltrans Surveys Manual, Chapter 5 and Figure 5-1.

End Products:

- A Design Software project file and/or CADD drawing file containing preliminary right of way line locations based on record data and field surveys.
- Inclusion into District Centerline Alignment Log using appropriate format for district.

185.10.70 Pavement Surveys

Includes all efforts to survey paved portion of project alignment(s).

Business Practice:

Work for this product may be performed under WBS 160.20.70 or WBS 185.10.70. Charge code usage is dependent on project parameters and phase availability. Care should be taken to charge in concurrence with project resource estimate.

This work element should be charged when only the horizontal and vertical location of paved features is to be collected. When data collected includes features other than pavement WBS 160.20.65/185.10.65 should be charged.

Typically this product will be merged with the WBS 160.20.65 or 185.10.65 product prior to transmittal to Design.

Quality:

Refer to Caltrans Surveys Manual, Chapter 5, Figure 5-1, and Sections 11.7-1 thru 11.7-4.

End Products:

Design Software Project File

185.15 Preliminary Design

This activity includes establishment and any subsequent substantial changes to the project footprint. Design activities with regard to the following preliminary design work:

- Horizontal And Vertical Alignment
- Typical Cross Sections
- Super Elevations
- Earthwork
- Intersection/Interchange Design
- Review Of Geometric Design
- Exceptions To Design Standards
- Includes Delineation Support
- · Conceptual stage construction plans.

End product:

- Completion of base maps (which become skeleton plan sheets) for functional units, suitable for developing the functional PS&E.
- · Approved geometric design.

185.15.05 Roadway and Miscellaneous Design

Includes: Design of horizontal and vertical alignment, typical cross sections, super elevations, earthwork (cut & fill locations) and conceptual stage construction plans.

Guidance

Highway Design Manual (HDM), Chapter 80, Topic 82 Project Development Procedures Manual (PDPM), Chapter 14, Section 1, Article 1

End Product:

- "B" Order and/or First Order Geometric Approval Drawings
- First Order of Alignments and Intersection/Interchange Design

185.15.10 Proposed Geometrics Review

Includes: Routine meetings with OPPD, FHWA, and other units in review of proposed geometric design

San Bernardino Associated Governments Contract No.: 03-046

Task Order No.: 9

Guidance

Design Information Bulletins (DIB), Number 66
Highway Design Manual (HDM), Chapters 80, Topic 82 & 100, Topic 111
Project Development Procedures Manual (PDPM), Chapter 14, Section 1, Article 2 & 5

185.15.15 Requests for Exceptions to Design Standards

All work necessary in the preparation of Fact Sheets for exceptions to the mandatory and advisory design standards and processing of approval.

Guidance

Highway Design Manual (HDM), Chapter 80, Topic 82 Project Development Procedures Manual (PDPM), Chapter 21, All Sections

Task Order Deliverables

- o Draft Project Study Report/Project Report
- o Project Study Report/Project Report
- Geometric Approval Drawings
- o Design Exceptions

III. Task Schedule

As directed by the Contract Manager. A preliminary envisioned schedule is attached to this task order.

IV. Cost

- A. The Consultant will be paid for the actual hours worked in accordance with the Articles 6 of the Contract, the Consultant's Cost Proposal referenced in Attachment "B" and with the Task Order cost estimate which is attached and incorporated by reference
- B. In addition, the Consultant will be paid for the actual direct costs, other than salary costs, that are identified in the attached cost estimate pursuant to Article 6 of the Contract.

C.	The total amount payable by SANBAG under this Task Order shall not ex	ceed
	\$	

V. Project Coordinator

The Project Coordinator from SANBAG for this task order will be Gilbert Betancourt, (909) 889-8611 x 165.

I-215 HOV Gap Closure SCOPE OF WORK TASKS

This document describes Iteris's proposed scope of work for traffic forecasting and traffic analysis related to the PSR/PR of I-215 HOV Gap Closure project. The project limits are on I-215 generally from Orange Show Road in the City of San Bernardino Road to the SR-60 interchange in the City of Riverside. The traffic forecasting and traffic analysis for this project will be in support of the "HOV Report" required for the project. This report will compare two Build Alternatives to the No Build Alternative. One of the two Build Alternatives includes the addition of high-occupancy vehicle (HOV) lanes, and the other includes addition of mixed-flow lanes through the project limits. A full traffic operational analysis will not be conducted.

Existing and Projected Traffic Volumes

The following data will be collected:

- Mainline volumes on one freeway segment will be determined from Caltrans' Freeway Performance Measurement System (PeMS).
- Mainline volumes on the remaining freeway segments will be determined by adding and subtracting ramp volumes at each interchange. Therefore, ramp volumes will be developed from intersection turning movement counts that will be collected at all ramp terminus intersections along the corridor.
- Vehicle occupancy data for HOV and mixed-flow lanes will be determined from counts previously conducted by SANBAG on November 17, 2004.

As required for an HOV report, traffic forecasts will be developed for five years after project opening.

160.10.90 High Occupancy Vehicle Report

An HOV Report will be prepared in accord with Caltrans guidelines. The report will document existing conditions and evaluate the effects of HOV options on congestion and capacity. Existing and forecast future vehicle occupancy will be evaluated. A comparison of the "persons moved" during the peak hour under no project conditions, HOV project conditions, and an assumed mixed-flow lane project conditions will be presented. Potential policy measures to maintain efficient operations of the HOV lanes, such as toll adjustments or increasing the minimum occupancy requirements, will be discussed. Integration of the HOV into the regional network of such facilities, including the proposed facilities on SR-91 to the south and I-215 to the north, will also be evaluated and discussed.

Deliverables: Draft and Final HOV Reports

TASK ORDER – SCOPE OF SERVICES February 2009 Value Management Strategies, Inc.

I. Project Description

The Contractor shall assist with preparing and distributing a Value Analysis (VA) study of the project described below:

I-215 Bi-County HOV Gap Closure

II. Team Authority and Coordination:

VA Study to comply with NHS VE mandate and follow the Caltrans VA methodology as outlined in the Chapter 19, "Value Analysis" of the Project Development Procedures Manual (PDPM) and detailed in the latest Caltrans VA Team Guide and Report Guide. VA studies identify and evaluate alternative project solutions and provide recommendations to decision-makers.

Study Coordination:

R. Terry Hays, Project Coordinator, Value Management Strategies, Inc TBD, Team Leader Value Management Strategies, Inc. Sam Saghafi, LAN Engineering D-8 Caltrans

III. Study Participants and Schedule

The VA Study is to follow the activities as defined in the Caltrans VA Activity Chart. The list of VA Study participants will be developed by Caltrans and LAN Engineering. The study will be five days, at a date TBD. A pre-study meeting will be scheduled no later than the week prior to the start of the study. Once the Draft report has been reviewed the project stakeholders, and implementation meeting will be conducted to resolve the disposition of the VA Alternatives presented in the report.

IV. Period of Performance

LAN Engineering shall provide the Contractor with written approval prior to commencement of any work.

Work under this Task Order shall begin on *a date TBD* or upon final approval of this Task Order. Pre-study, data collection and dissemination shall begin on *a date TBD*.

V. Scope of Services

The required services are to lead a VA study of the above-described project. The scope of the work shall include but is not limited to the following:

- Provide a qualified, independent Certified Value Specialist (CVS) team leader to lead a VA study in accordance with Caltrans value methodology.
- Provide VA study documentation in accordance with the Caltrans VA Report Guide and this task order.
- Provide the following technical team members for the following disciplines:
 - None to be provided by VMS.

I-215 Bi-County HOV Gap Closure

- Conference rooms will be provided by LAN, or Caltrans.
- Ensure that applicable data and correspondence, any other relevant information necessary for the VA study is collected, developed and distributed.
- Facilitate VA Team Meetings.

VI. VA Deliverables

The VA Team Leaders are responsible for the following:

- Develop the draft VA study charter (Attachments A, B and C per the Caltrans Team Guide.
- Leading VA Study. Participants should include representatives of; including the Project Manager, Caltrans and LAN Engineering, project development team staff, and key outside project stakeholders (local transportation agencies, local government, and permitting agencies).
- Complete the Preliminary VA Report with input/review of VA Team and technical reviewers in accordance with the VA Report Guide – Third Edition and with the following items:
 - A distribution list for the VA reports must be developed with the Project Manager.
 - Submit Preliminary VA Report as an electronic copy; no more than 2-weeks following Initial VA Presentation, as specified in the report distribution list.
 - The preliminary report will be in Electronic format.
- Coordinate with LAN Engineering and Caltrans on the project stakeholders' responses to the
 preliminary VA report and prepare for an implementation meeting to resolve the disposition
 of the VA alternatives, finalize the VA study reportables (costs, performance and value
 indices).
- Submit Final VA Report as specified in Caltrans VA Report Guide Third Edition. Report should be submitted no more than 3 weeks following VA Final Presentation. Final VA report will be an electronic copy in PDF format of the entire report and a separate file in excel format of the VA study summary report.
- If all VA Alternatives are not resolved at the Implementation Meeting, an Implementation Action Memo will be submitted within 3 working days detailing what work needs to be completed in order to develop final disposition of the VA Alternatives, who is responsible for this action and when it is due. The team leader will follow up with PM from LAN Engineering and other responsible parties to resolve these open items. Once all items have been resolved, the Final Report will be completed.
- Provide Caltrans HQ VA Program Manager copies of electronic copies of the Preliminary and Final Reports and the VASSR so that they can include the study in their annual reports to FHWA.

VII. Reports and/or Meetings

The Contractor shall submit progress reports, and meet with LAN Engineering, as needed, to discuss progress on the study.

The Contractor shall schedule and facilitate the Pre-Study, VA Study and Implementation meetings at a date and time to be determined by the LAN Engineering, and Caltrans Project Manager.



Stantec Consulting Corporation 25864-F Business Center Drive Redlands, CA 92374 Tel: (909) 335-6116 Fax: (909) 335-6120

March 26, 2009

Mr. William Nascimento LAN Engineering Corporation 20 Empire Drive Lake Forest, CA 92630

RE:

REVISED AERIALLY DEPOSITED LEAD WORK PLAN/ACM-LBP WORK PLAN I-215 Bi-County HOV Gap Closure Project

Riverside and San Bernardino Counties, California

Dear Mr. Nascimento,

As requested, Stantec Consulting Corporation (Stantec), formerly SECOR International Incorporated, is pleased to present this Work Plan to conduct an Aerially-Deposited Lead Investigation, an Asbestos-Containing Materials (ACM) Survey, and a Lead-Based Paint Survey along the Interstate 215 (I-215) corridor for Lim and Nascimento Engineering Corporation (LAN). This is a project that involves paving the I-215 median from I-60 to Orange Show Road with sliver widening (4 to 6 feet each side) on the outside shoulders through the entire corridor. This work plan and scope of work has been prepared for LAN in accordance with Caltrans, District 8 protocol for similar projects in the area.

SCOPE OF WORK

The scope of work will included the following general elements:

- Task 1 Aerially-Deposited Lead Investigation along the westbound and eastbound I-215 shoulders; this investigation will also include an assessment of metals, semi-volatile organic compounds (SVOCs), and polychlorinated biphenyls (PCBs) in the soils around the railroad tracks.
- Task 2 Lead-Based Paint Surveys on the six bridges scheduled for widening and the two steel girder railroad bridges scheduled for removal.
- Task 3 Asbestos-Containing Materials Surveys on the six bridges scheduled for widening and the two steel girder railroad bridges scheduled for removal.

The following sections describe the scope of work for each task described above.

TASK 1 - AERIALLY DEPOSITED LEAD (ADL) INVESTIGATION TASKS

The objective of the ADL investigation is to evaluate lead concentrations in the subsurface soil profile within the construction zone and to make recommendations for any special handling or disposal of lead impacted soil. In preparing this proposal, Stantec contacted Ms. Rosanna Roa to evaluate the appropriate sampling protocol for this highway project.

Stantec will sample and analyze for aerially deposited lead (ADL) in unpaved areas which may potentially be disturbed during construction activities along the corridor. As part of the ADL survey, soil samples will be collected from hand auger borings at depth discrete intervals not to exceed 3 feet below



ground surface (bgs) in order to obtain a representative data set for laboratory analysis. Soil removed during hand auguring will be placed back into the boring. The proposed scope of work is intended to evaluate whether excavated soil generated during the proposed improvements will result in the need for special handling or disposal (as defined by Title 22 of the California Code of Regulations) with respect to ADL.

Stantec has subdivided the proposed scope of work into subtasks for clarification. The attached cost estimate is based on all associated costs necessary to execute the project.

Prefield Activities

Stantec will prepare a site specific Health and Safety Program to be prepared and implemented during field sampling. Stantec will collect ADL samples on the shoulders of proposed sliver widening and no lane closure will be required. No samples will be collected below areas currently covered by pavement or within 6 feet of pavement. If necessary, Stantec will mark the proposed sampling locations and contact Underground Service Alert (USA) for utility clearance. In addition, the scope of work and the cost estimates do not include the task of obtaining permits from the railroad, if necessary, to enter and sample the area around the tracks. If permits are necessary, Stantec will submit a workplan outlining what permits are necessary and the associated costs to obtain them.

Field Investigations

To evaluate ADL, Stantec proposes to advance approximately 128 hand auger borings in the vicinity of the proposed improvements (64 borings on each side of the I-215 ROW) to a maximum depth of 3 feet below ground surface (bgs). Three samples will be collected from each boring at 0.5-1.0, 1.5-2.0, and 2.5-3.0 feet bgs for a total of 384 samples. As per instruction from Caltrans District 8 Environmental Manager, Rosanna Roa, borings will be spaced at approximately 500-foot intervals in order to generate a representative data set along the corridor. No borings will be advanced outside of the existing right-of-way or in existing paved areas.

To evaluate soils near the railroad track for heavy metals, PCBs, and SVOCs, Stantec proposes to advance approximately 12 hand auger borings in the vicinity of the proposed track removals along the two bridges (6 borings along each bridge; each bridge area to be assessed is approximately 0.10 miles in length). Two (2) samples will be collected from each boring at depths of 0.5-1.0 and 1.5-2.0 feet bgs, or until refusal is achieved, for a total of 24 samples. With respect to the safety of the staff conducting the soil survey of the steel girder railroad bridges, sampling will be performed on the outer perimeter areas of the bridge ends and no attempt will be made to walk along the bridge to collect samples. However, if the tracks are no longer active, with no possibility of railway traffic utilizing these bridges, then the sampling will occur along the full length of the structure.

ADL and metals samples will be collected directly from the hand auger bailer, manually homogenized in the field, and discharged into plastic Zip Lock bags. All soil sampling equipment will be decontaminated before advancing at each boring location. Each sample will be labeled with the sample identification indicating a borehole ID, sample depth, sample date, and sample time. All samples will be annotated on chain-of-custody forms and delivered to a laboratory certified by the California Department of Health Services Environmental Laboratory Accreditation Program for the analyses indicated herein.

Laboratory Analysis

To evaluate appropriate handling procedures for excavated soil as a result of proposed road improvements, selected ADL samples will be analyzed in a California certified laboratory for total lead concentration (TTLC). Samples exceeding 50 mg/kg for total lead will be analyzed for soluble lead following the California Waste Extraction Test (Cal WET-citric), for pH, and for soluble lead following the California Waste Extraction Test (Cal-WET-DI) using deionized water. Based on previous



investigations and for purposes of preparing a cost estimate, Stantec is estimating that approximately 50% of the total lead samples will require analysis by Cal WET-Citric. The Toxicity Characteristic Leaching Procedure (TCLP) analysis will be run on samples where the STLC Cal WET-citric results exceed 5 mg/L. Based on previous investigations and for purposes of preparing a cost estimate, Stantec is estimating that approximately 50% of the Cal WET-citric samples will require analysis by TCLP. Ten percent of the samples will be analyzed by Cal WET - DI (using deionized water as an extractant).

Samples will be analyzed by the following test methods:

Total Lead

EPA test method 6010B

Soluble Lead (Cal WET-citric) EPA extraction method 3010

Soluble Lead (Cal WET-DI)

DHS modified EPA extraction method 3010

TCLP рН

EPA extraction method 1311

EPA test method 9045C

Stantec is estimating out of 128 borings that approximately 384 samples will be analyzed for total lead, 192 samples by STLC Cal WET-citric, 96 samples by TCLP and pH, and 36 samples by STLC Cal WET-DI. For purposes of QA/QC, one equipment blank, a sample of analyte-free water poured over/through the decontaminated field sampling equipment prior to the collection of environmental samples, will be collected before and after sampling each day, for a total of 20, and analyzed for total lead. If the number of analyses exceeds these estimates, LAN Engineering will be informed prior to ordering additional analyses to process a cost adjustment.

To evaluate appropriate handling procedures for excavated soil as a result of proposed railroad removals, collected samples will be analyzed in a California certified laboratory for Title 22 CAM-17 Metals. In addition to the aforementioned analysis, field equipment blanks will be submitted for analysis of metals for every bridge sampled.

Samples will be analyzed by the following test methods:

Title 22 CAM Metals

EPA test method 6010B/7471A

Polychlorinated biphenyls (PCBs)

EPA test method 8082

Semi-Volatile Organic Compounds (SVOCs)

EPA test method 8270

To summarize, Stantec is estimating out of 12 borings that approximately 24 samples will be analyzed for Title 22 CAM Metals, and 12 samples will be analyzed for PCBs and SVOCs. In addition, for purposes of QA/QC, equipment blank samples, 2 for every bridge sampled (4 total), will be analyzed for metals. If the number of analyses exceeds these estimates, LAN Engineering will be informed prior to ordering additional analyses in order to process a cost adjustment.

Statistical Evaluation and Report Preparation

Upon receipt of laboratory analytical data and prior to report preparation, Stantec will statistically evaluate the ADL data. The data evaluation will be performed prior to report preparation to determine whether additional sampling and/or analyses are required to improve the statistical quality of the data. If additional investigation and sampling becomes necessary, Stantec will discuss these requirements with LAN and, with LANs approval, submit a change order for the additional work.

Upon completion of the scope of work and field activities described herein, Stantec will prepare a report summarizing the ADL survey results. The report will include results of the field investigation, including ADL statistical analysis, a sample location map, a photographic log, and laboratory analytical results. The results will be summarized in tables and on figures to facilitate review. The reports will include recommendations for classification, handling, and disposal of soils.



TASK 2 - LEAD-BASED PAINT (LBP) SURVEY

A LBP survey is necessary to evaluate the lead content of paint on the eight (8) bridge structures located along the construction zone. According to LAN, six (6) bridges (Columbia Avenue, Center Street, Iowa Avenue, Barton Road, Newport Avenue, and Washington Street bridges) will be widened, and two steel girder railroad bridges will be removed as part of the construction activities along I-215.

As part of the LBP survey, Stantec will conduct an inspection of the painted surfaces along accessible portions of the bridge structures to evaluate whether suspect LBP is present in paint materials. Representative bulk material samples will be collected from homogeneous suspect LBP materials. A homogeneous area is defined as an area where the suspect material is uniform in texture and color and appears to be identical in every respect. The LBP survey will be completed using EPA and Department of Housing and Urban Development (HUD) guidelines. Stantec's sampling is destructive in nature and small pieces of paint will be collected for laboratory analysis. Stantec will not replace or repair these materials. However, the removal of small pieces of building materials does not typically compromise structural integrity.

Stantec has subdivided this proposed scope of work into subtasks for clarification. The attached cost estimate is based on all associated costs necessary to execute the project.

Prefield Activities

Stantec will prepare a site specific Health and Safety Program to be implemented during field sampling. All LBP samples will be collected during low volume traffic periods and at the traffic breaks when sampling the bridges is safe. If the traffic is constant with no natural breaks then road closures for LBP sampling may be necessary. If this is the case, Stantec will notify LAN, and submit a workplan outlining the procedures and costs necessary for traffic control to complete the survey. The sampling will be conducted with a 2 person team, one acting as the sampler and the other as the spotter/flagman who will also be responsible for generating the field drawings and the photographic log of the sample locations. With respect to the safety of the staff conducting the LBP survey of the steel girder railroad bridges, sampling will be performed on the outer perimeter areas of the bridge accessible from the slope and no attempt will be made to walk along the bridge to collect samples. However, if the tracks are no longer active, with no possibility of railway traffic utilizing these bridges, then the sampling will occur along the full length of the structure. In addition, the scope of work and the cost estimates do not include the task of obtaining permits from the railroad, if necessary, to enter and sample the bridge structure. If permits are necessary, Stantec will submit a workplan outlining what permits are necessary and the associated costs to obtain them.

Field Investigations

Stantec will perform a visual inspection and destructive sampling for lead based paint on the Columbia Avenue, Center Street, Iowa Avenue, Barton Road, Newport Avenue, and Washington Street bridges, in addition to the two steel girder bridges located between the Iowa Street bridge and the Barton Road bridge. Sample locations will be plotted and designated by sample number on a scaled field map of the roadway. Samples will be submitted to EMC Laboratory (a State certified laboratory) for analysis. Stantec estimates that approximately 50 LBP samples will be required from each of the eight bridges.

Laboratory Analysis

The method of removing paint to the substrate will be followed during the collection of suspect lead-based paint chip samples. Lead samples will be analyzed by EMC Laboratory using SOP Method #L01/1, EPA SW-846 Method 7420.

Statistical Evaluation and Report Preparation

Upon completion of the scope of work and field activities described herein, Stantec will prepare a report summarizing the LBP survey results. The report will include results of the field investigation, including a



sample location map, a photographic log, laboratory analytical results, and conclusions and recommendations specific to the findings.

TASK 3 - ASBESTOS CONTAINING MATERIALS (ACM) SURVEY

As part of the asbestos survey, Stantec will conduct an inspection of the accessible portions of the bridge to evaluate whether suspect ACMs are present in building materials. Representative bulk material samples will be collected from homogeneous suspect ACM materials. A homogeneous area is defined as an area where the suspect material is uniform in texture and color and appears to be identical in every respect. Stantec will use the Asbestos Hazard Emergency Response Act (AHERA) sampling guidelines, as outlined in 40 CFR 763 to determine the number of asbestos containing material (ACM) samples required to be collected from each suspect homogeneous area as identified in the following table. A summary table of AHERA guidelines is presented below.

AHERA Sample Criteria

Type of Homogeneous Material	EPA Required Number of Samples
Surfacing:	
Less than 1,000 sq. ft.	3
1000 – 5000 sq. ft.	5
Greater than 5000 sq. ft	7
Thermal System Insulation	3 samples per homogeneous material
Miscellaneous Materials	Discretion of the Building Inspector

Stantec has subdivided this proposed scope of work into subtasks for clarification. The attached cost estimate is based on all associated costs necessary to execute the project.

<u>Prefield Activities</u>

Stantec will prepare a site specific Health and Safety Program to be implemented during field sampling. Stantec anticipates that all sampling will occur along the shoulders of the bridge and no lane closures will be required. All ACM samples will be collected during low volume traffic periods and at the traffic breaks when sampling the bridges is safe. If the traffic is constant with no natural breaks then road closures for ACM sampling may be necessary. If this is the case, Stantec will notify LAN, and submit a workplan outlining the procedures and costs necessary for traffic control to complete the survey. The sampling will be conducted with a 2 person team, one acting as the sampler and the other as the spotter/flagman who will also be responsible for generating the field drawings and the photographic log of the sample locations. With respect to the safety of the staff conducting the ACM survey of the steel girder railroad bridges, sampling will be performed on the outer perimeter areas of the bridge accessible from the slope and no attempt will be made to walk along the bridge to collect samples. However, if the tracks are no longer active, with no possibility of railway traffic utilizing these bridges, then the sampling will occur along the full length of the structure. In addition, the scope of work and the cost estimates do not include the task of obtaining permits from the railroad, if necessary, to enter and sample the bridge structure. If permits are necessary, Stantec will submit a workplan outlining what permits are necessary and the associated costs to obtain them.



Field Investigations

Stantec will perform a visual inspection and destructive sampling for asbestos following the Asbestos Hazard Emergency Response Act (AHERA) sampling protocol as a guideline. Sample locations will be plotted and designated by sample number on a scaled field map of the Site structure. Samples will be submitted to EMC Laboratory (a State certified laboratory) for analysis. This information will be used to identify friable and non-friable ACMs. Stantec will ensure the technical quality by using AHERA-accredited Inspectors and Management Planners, Certified Consultants, and a proven Quality Assurance/Quality Control (QA/QC) Program. Stantec estimates that approximately 80 total ACM samples will be collected from each of the eight bridges.

Laboratory Analysis

Collected suspect ACM samples will be shipped under Chain-of-Custody to Environmental Management Consultants Laboratory (EMC), Phoenix, Arizona. EMC is a certified laboratory for bulk asbestos analysis. Asbestos samples will be analyzed using Polarized Light Microscopy (PLM) techniques in accordance with methodology approved by the Environmental Protection Agency (EPA). According to the EPA, an ACM is defined as a material containing more than one percent asbestos. According to the California Occupational Safety and Health Administration (Cal-OSHA) an asbestos containing building material is identified as 0.1 percent asbestos content. The lower limit of reliable detection for asbestos using the PLM method is approximately 1 percent by volume. However, the PLM technique can identify Cal-OSHA ACBMs. Although PLM methodology cannot quantify the exact percentage of asbestos detected less than 1 percent, if a sample had any quantity of asbestos, the laboratory, using PLM techniques, would identify these materials as "trace" amounts of asbestos (< 1 percent). Only materials containing no fibers at all are identified as "none detected".

ACM Report Preparation

Upon receipt of laboratory analytical data and prior to report preparation, Stantec will tabulate and summarize the ACM data. The data evaluation will be performed prior to report preparation to determine whether additional sampling and/or analyses are required to improve the quality of the data. If additional investigations are necessary, Stantec will discuss these requirements with LAN and, with LANs approval, submit a change order for the additional work.

Upon completion of the scope of work and field activities described herein, Stantec will prepare a report summarizing the ACM results of the field investigation, including a sample location map, a photographic log, laboratory analytical results, and conclusions and recommendations specific to our findings.

Stantec trusts that the information obtained in this scope of work will be sufficient for approval and implementation of the proposed investigation. Should there be any questions concerning the planned field activities, please contact the undersigned at (909) 335-6116.

Respectfully submitted,

Stantec Consulting Corporation

Anne E. Perez

Stantec Task Manager

Tel: 909.335.6116 x2242

Fax: 909.335.6120

Email: Anne.Perez@stantec.com

Kevin K. Miskin, P[E. Stantec Project Manager

Tel: 909.335.6116 x2225

Fax:909.335.6120

Email: Kevin.Miskin@stantec.com

AB Assembly Bill

ACE Alameda Corridor East

ACT Association for Commuter Transportation

ADA Americans with Disabilities Act

APTA American Public Transportation Association

AQMP Air Quality Management Plan

ATMIS Advanced Transportation Management Information Systems

BAT Barstow Area Transit
CAC Call Answering Center

CALACT California Association for Coordination Transportation CALCOG California Association of Councils of Governments

CALSAFE California Committee for Service Authorities for Freeway Emergencies

CALTRANS California Department of Transportation

CARB California Air Resources Board
CEQA California Environmental Quality Act

CHP California Highway Patrol

CMAQ Congestion Mitigation and Air Quality
CMP Congestion Management Program

CNG Compressed Natural Gas
COG Council of Governments

CSAC California State Association of Counties

CTA California Transit Association

CTAA Community Transportation Association of America

CTC California Transportation Commission
CTC County Transportation Commission
CTP Comprehensive Transportation Plan

DMO Data Management Office
DOT Department of Transportation
E&H Elderly and Handicapped
EIR Environmental Impact Report
EIS Environmental Impact Statement

EPA United States Environmental Protection Agency

ETC Employee Transportation Coordinator
FEIS Final Environmental Impact Statement

FHWA Federal Highway Administration

FSP Freeway Service Patrol FTA Federal Transit Administration

FTIP Federal Transportation Improvement Program GFOA Government Finance Officers Association

GIS Geographic Information Systems

HOV High-Occupancy Vehicle

ICMA International City/County Management Association

ICTC Interstate Clean Transportation Corridor IEEP Inland Empire Economic Partnership

ISTEA Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP Interregional Transportation Improvement Program

ITS Intelligent Transportation Systems
IVDA Inland Valley Development Agency
JARC Job Access Reverse Commute

LACMTA Los Angeles County Metropolitan Transportation Authority

LNG Liquefied Natural Gas
LTF Local Transportation Funds

MAGLEV Magnetic Levitation

MARTA Mountain Area Regional Transportation Authority

MBTA Morongo Basin Transit Authority

MDAB Mojave Desert Air Basin

MDAQMD Mojave Desert Air Quality Management District

MIS Major Investment Study

MOU Memorandum of Understanding

MPO Metropolitan Planning Organization

MSRC Mobile Source Air Pollution Reduction Review Committee

MTP Metropolitan Transportation Plan

NAT Needles Area Transit
OA Obligation Authority

OCTA Orange County Transportation Authority

OWP Overall Work Program

PA&ED Project Approval and Environmental Document

PASTACC Public and Specialized Transportation Advisory and Coordinating Council

PDT Project Development Team

PPM Planning, Programming and Monitoring Funds

PSR Project Study Report

PTA Public Transportation Account
PVEA Petroleum Violation Escrow Account

RCTC Riverside County Transportation Commission

RDA Redevelopment Agency
RFP Request for Proposal

RIP Regional Improvement Program

ROD Record of Decision

RTAC Regional Transportation Agencies' Coalition
RTIP Regional Transportation Improvement Program

RTP Regional Transportation Plan

RTPA Regional Transportation Planning Agencies

SB Senate Bill

SAFE Service Authority for Freeway Emergencies
SANBAG San Bernardino Associated Governments

SCAB South Coast Air Basin

SCAG Southern California Association of Governments
SCAQMD South Coast Air Quality Management District
SCRRA Southern California Regional Rail Authority

SED Socioeconomic Data SHA State Highway Account

SHOPP State Highway Operations and Protection Program

SOV Single-Occupant Vehicle
SRTP Short Range Transit Plan
STAF State Transit Assistance Funds

STIP State Transportation Improvement Program

STP Surface Transportation Program
TAC Technical Advisory Committee
TCM Transportation Control Measure
TCRP Traffic Congestion Relief Program
TDA Transportation Development Act
TEA Transportation Enhancement Activities
TEA 21 Transportation Equity Act for the 21st Congestion Equity Act for the 2

TEA-21 Transportation Equity Act for the 21st Century

TIA Traffic Impact Analysis

TMC Transportation Management Center

TMEE Traffic Management and Environmental Enhancement

TOC Traffic Operations Center

TOPRS Transit Operator Performance Reporting System

TSM Transportation Systems Management USFWS United States Fish and Wildlife Service

UZAs Urbanized Areas

VCTC Ventura County Transportation Commission

VVTA Victor Valley Transit Authority

WRCOG Western Riverside Council of Governments

San Bernardino Associated Governments



MISSION STATEMENT

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

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